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Final Draft  
August 18, 2009

**AGREEMENT**

**July 1, 2009 – June 30, 2012**

**NIAGARA WHEATFIELD CENTRAL SCHOOL DISTRICT**

**- and -**

**NIAGARA WHEATFIELD TEACHERS ASSOCIATION**

338 Teachers / Guidance



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THIS AGREEMENT is made and entered into this 1st day of July, 2009, by and between the Superintendent of Schools of Niagara Wheatfield Central School District ("District") and the Niagara Wheatfield Teachers Association ("Union").

## ARTICLE 1

### Underlying Considerations

**1.01 FUNDING APPROVAL:** ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE BOARD OF EDUCATION HAS GIVEN APPROVAL.

**1.02 Non-Discrimination:** Neither the District nor the Union shall unlawfully discriminate against any employee or applicant for employment because of such person's race, color, religion, sex, age or national origin or because such person is handicapped, a disabled veteran or a veteran of the Viet Nam era. All references in this Agreement to the male gender shall apply equally to the female gender, unless clearly expressed otherwise.

## ARTICLE 2

### Recognition

**2.01 Exclusive Negotiating Representatives:** The Board of Education, having determined that the Union is an employee organization as defined in Section 201(5), Article 14 of the New York State Civil Service Law, and that it represents a majority of all certificated personnel, except the Chief School Officer, Central Office Administrators, and employees represented by the Niagara Wheatfield Administrative Association and employees represented by the Niagara Wheatfield School Related Personnel Association, and in consideration of the ban on strikes and work stoppages contained in this Agreement, recognizes the Union as the exclusive negotiating representative of all employees in the negotiation unit, for the full period allowed by law, for the purposes of collective negotiations and the determination and administration of grievances which arise under the terms and conditions of employment with the District.

**2.02 No Strike:** The Board has received the affirmation by the Union that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike. The term "strike" shall include any concerted work stoppage or slowdown of work by employees covered by this Agreement.

**2.03 Teacher Defined:** The term shall include any person certified by the State of New York to fulfill the duties and responsibilities specified by New York State and hired by the District in this capacity, excluding Adult Education staff and outside-of-District summer school teachers and substitutes, and the Niagara Wheatfield Administrative Association.

2.04 Teacher Representative Defined: The term shall mean any individual authorized by the Board of Directors of the Union to represent or speak on behalf of teachers of the District in any and all dealings with the Board of Education of the District or any designated agents of the District.

2.05 Building Representatives Defined: The term shall include any person or persons elected by the teachers of individual schools to represent that building on the Board of Directors of the Union.

2.06 Superintendent's Advisory Council: The Council shall consist of an equal number of representatives of teachers and administrators plus the Superintendent. Teacher members of the Council will be appointed by the Union President.

2.07 Board: The Board of Education of the Niagara Wheatfield Central School District.

### ARTICLE 3

#### Rights of Recognition

3.01 Rights of Union and Representatives: The rights of the Union and its representatives, as set forth in this Agreement, shall be granted only to the Union as the exclusive representative of the teachers.

3.02 Rights of Consultation:

(a) The Principal of each school and/or his representative shall meet as needed with the Association Building Representative, upon request, to discuss school operation and questions relating to the implementation or interpretation of this Agreement. These meetings shall be held at a time of day mutually agreed upon and, if held during the regular school day, shall not result in loss of pay to the teachers. Any meeting of the Building Representatives held during a teaching period shall be called only in the event of an emergency and class coverage should not be neglected. Proposed changes in existing policies and procedures shall be consistent with the terms of this Agreement.

(b) Whenever the Board is considering a proposed budgetary matter which pertains to the provisions of this Agreement, it will give the Union the opportunity to meet with either the Board or such other representative as the Board may select to discuss the proposed budget. Before the Board adopts a change in policy which affects wages, hours or any other condition of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to discuss such items with the Board, provided it files such a request within five (5) calendar days after its receipt of said notice.

(c) The Superintendent and teacher representative of the Union shall meet, as needed, to discuss matters relating to the implementation and interpretation of this Agreement and other

matters of concern. If the Superintendent is not available, the Superintendent shall designate a representative or if the Union prefers, the meeting shall be rescheduled for the earliest date on which the Superintendent is available.

(d) Whenever representatives of the Union and the District are mutually scheduled to participate, during working hours, in conferences, meetings or negotiations, they shall not suffer any loss of pay.

(e) Attendance by Union representatives at Executive Meetings shall be by invitation of the Board President.

(f) At Building Faculty Meetings, the Union shall be given an opportunity to present brief reports and announcements.

(g) The Union shall be given a place on the agenda of the orientation program for new teachers.

3.03 Disclosure of Information: The District shall make available to the Union upon request any information, statistics and records considered public information.

3.04 Dues Deductions:

(a) Teachers shall have the right to have their Union dues deducted from their paychecks and remitted to the Union. This right is reserved solely for the Union. Annual membership dues shall be deducted according to a plan agreed upon by the District and the Association. The Union membership dues deduction shall be authorized in writing and shall continue in effect until written revocation is delivered to the Business Office of the District.

(b) The District will deduct from the salary of a certificated employee, with his written consent, an amount for the payment of his Union dues. The District will then remit the dues which are deducted to the Union.

3.05 Agency Shop Fee Deduction:

(a) The District and the Union recognize that the negotiation and administration of collective agreements, and related activities, entail expenses which are appropriately shared by all employees who are covered by such agreements. They further recognize that the Union, by reason of its status as the exclusive bargaining representative of all employees in the negotiating unit, is obligated to fairly represent all such employees without regard to their membership in the Union. In consideration thereof, the District agrees to deduct from the wages of all employees in the negotiating unit, who are not members of the Union, an Agency Fee in an amount equivalent to the Union dues, including dues of the National and State affiliates, and to promptly remit these sums so deducted to the Union.

(b) The deduction of the Agency Fee shall be made from all regular paychecks each month for the duration of the deduction period, in accordance with current practice. The District

agrees to furnish the Union with an alphabetized list of the names of all employees from whose salary such Agency Fees have been deducted. Deduction rates for employees in the unit who are hired after the beginning of payroll deductions shall be appropriately prorated so as to complete deduction of the annual Agency Fee by the end of each school year.

(c) For all non-members of the Niagara Wheatfield Teachers Association who have been assessed the Agency Shop Fee, provision is herein made for partial reimbursement of dues monies remitted to the Niagara Wheatfield Teachers Association which are not directly utilized for the maintenance of the terms and conditions of employment as contained in this Agreement. Said employees shall be provided the opportunity, also, to appeal the prescribed resolution for reimbursement if he or she is not satisfied with the outcome of the established procedures. All processes connected with the reimbursement and appeal shall be conducted solely by the Niagara Wheatfield Teachers Association.

3.06 Vote/Cope and Benefit Trust Deductions:

(a) The District shall deduct from the salaries of employees in the negotiating unit, the sum authorized by them for Vote/Cope and shall promptly remit these sums to the Union.

(b) The District shall deduct from the salaries of the employees the sums authorized in writing and shall promptly remit these payments to the NYSUT Benefit Trust. The written authorization may be discontinued by the teacher at the end of its term, upon written notice by the teacher to the District. The District shall furnish the Trust and the Union with a list of all employees from whose salaries Benefit Trust deductions have been made.

3.07 Information: The Board and the Niagara Wheatfield Teachers Association agree to furnish to each other any information needed by either of them to fulfill the provisions of this Article.

3.08 Indemnification: The Union shall defend and save the District harmless against any and all claims, suits, or other forms of liability that shall or may arise by reason of action taken or not taken by the District to comply with the terms of Sections 3.04, 3.05, and 3.06, or in reliance on a certification issued by the Union respecting these deductions.

3.09 Union President:

(a) The District shall make a reasonable effort to provide the Union President, if the President is a secondary teacher, with no assigned extra duties and a lunch period, prep period and a duty-free period to be scheduled consecutively, and the first half-hour and last half-hour of the work day duty free.

(b) When it is necessary for the Union President or his designee to engage in Union activities directly relating to the Union's duties as representative of the teachers, which cannot be performed other than during school hours, and after receiving the approval of the Superintendent or his designated representative, upon reasonable notice, such time shall be given without loss of pay as is necessary to perform such activities. The Union President or his representatives shall

be allowed to visit schools to investigate working conditions, teacher complaints, problems, or for other purposes relating to the administration of this Agreement. Upon arrival of the Union President or his designated representative, the Principal of the school, or his representative, shall confer with the Union President in order to facilitate the purpose of the visit. Whenever possible, the Union President shall give advance notice of such visitations and, upon arrival, report such arrival to the school office. The Union and its officers recognize and agree that this privilege should not be abused.

(c) The Union President, or his designee, shall be notified by the Superintendent of his tenure recommendations to be made to the Board of Education.

(d) The District will provide the Niagara Wheatfield Teachers Association President with a private telephone, with all costs and responsibilities to be borne by the Union. Also, if the Niagara Wheatfield Teachers Association President is an elementary teacher, he/she may have one (1) day off per month to conduct Union business. The cost of the substitute shall be borne by the Union.

3.10 Association Directors Meetings: All teachers who are members of the Union Board of Directors, serving as Building Representatives, will be permitted to leave their teaching assignments as early as possible so as to attend Directors meetings at 3:45 p.m.

3.11 Use of District Facilities: The Union shall have the right to use school buildings, facilities and equipment under the provisions outlined in Section 414 of the Education Law. This right shall not interfere with the regular school program nor be contrary to the Superintendent's approval.

3.12 Union Business on District Property: Duly authorized representatives of the Union shall be permitted to transact official Union business on school property at all reasonable times, provided this shall not interfere with or interrupt normal school operations. It will be subject to the approval of the Superintendent, which will not be unreasonably withheld.

3.13 Posting Union Notices: The Union shall have the right to post notices of its activities and matters of Union concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Union may use the delivery service and teachers' mail boxes for communications to teachers. Announcements of meetings may be listed in school activity bulletins, and the public address system may be used for announcing the date, time and place of meetings.

3.14 Copies of Agreement: Copies of this Agreement shall be printed at the expense of the District and presented to all teachers now employed or hereafter employed by the District. Any printing costs for the Agreement in excess of \$550 shall be absorbed by the Union. Copies of all negotiated agreements of the District will be available at the Central Office.

## ARTICLE 4

### Discipline

4.01 Just Cause: Without just cause, no teacher shall be disciplined, reprimanded, reduced in rank or compensation, warned by any supervisor for any infraction of rules, or delinquency in professional performance, deprived of any professional advantage, or dismissed. Additionally, the teacher shall have the right to discuss the matter further with the employee's supervisor, and, if the teacher determines it is necessary, the teacher may have a representative of the Union present at such discussion. Any such action, described above, taken by the District or an agent thereof, shall be subject to the grievance procedure set forth in this Agreement. If a teacher is tenured, he may seek resolution of the above action by either choosing arbitration or following the procedures set up under Education Law Section 3020-a. In choosing one or the other, the teacher gives up his/her rights to the alternative. Each teacher will have the right to consultation with his/her union representative before making such a choice.

### 4.02 Dismissal:

(a) Before a probationary teacher can be dismissed or terminated involuntarily prior to the granting of tenure, certain procedures which are outlined in Article 8 shall be followed. The Superintendent will require compliance with Article 8.

(b) The step procedure outlined in Article 8 shall also pertain to tenured teachers who are considered for dismissal.

(c) The termination of any non-tenured teacher's services shall be in accord with Sections 3019(a) and 3031 of the Education Law. There shall be no loss of pay or benefits for the time period provided therein (see Appendix A).

4.03 Privacy: Any discussion between a teacher and any authorized supervisor concerning any area of professional competency shall be done in private. Such matters shall never be handled in the presence of students or in a public area, where either party might suffer professional embarrassment. The confidentiality of such communications should be adhered to by both parties.

## ARTICLE 5

### Abolition of Positions, Layoff & Recall

5.01 Selection for Layoff: In the event the District finds it necessary to abolish a teaching position or reduce the teaching force, the services of the teacher who has the least seniority in the system within the tenure area of the position abolished or reduced shall be discontinued.

5.02 Preferred Eligibility List (PEL): Teachers whose services are discontinued shall be placed on a seven (7) year Preferred Eligibility List and shall be given positions according to statute and shall be offered recall with all benefits accrued, as of the day of layoff, in reverse order of layoff.

5.03 Recall:

(a) Except in the case of a verifiable temporary medical disability of the teacher or of a person in the teacher's immediate family, as defined in this Agreement, a teacher who refuses or fails to reply to recall from the PEL shall be disqualified from consideration for further recalls from the list for that school year. Time limits for a reply shall begin when there is a verifiable telephone communication from the Superintendent or designee or from the date of the signing of a certified mail receipt by the teacher or designee, or from the date such receipt is stamped by the U.S. Postal Service as undeliverable. It is the responsibility of teachers on the PEL to keep the District apprised of their current address and telephone number through which they may be contacted. This provision shall not apply to teachers on the PEL who are employed as long-term substitute teachers in other Districts or to teachers covered by Section 5.03(b).

(1) If a position opens within the school year, notify within ten (10) days.

(2) If a position opens during the summer, notify within twenty (20) days (July 1 - August 1). After August 1, notify within ten (10) days.

(b) In the event of long term illness of one semester or more, the District will use the Recall List. The recalled teacher shall return on the appropriate step for the duration of said leave.

5.04 Health Insurance Continuation: Unless otherwise employed, a teacher whose services are discontinued due to the abolition or reduction in teaching positions will retain membership in the District's group health insurance program for the months of July and August. Such employee will have the option of continuing membership in the District's group health insurance program, unless otherwise employed, for a period not in excess of the employee's remaining term on the Preferred Eligibility List.

5.05 Legal Limitations: This Article shall not expand on the scope of existing law or be construed to exceed any portion of the law.

## ARTICLE 6

### Vacancies in Professional Positions

6.01 Postings: Whenever any vacancy shall occur in any professional position in the District, the Superintendent shall publicize the vacancy by giving written notice to the Union President. An appropriate posting of the vacancy shall be provided to each Building Principal, or his designee, and placed on a faculty bulletin board or segmented area thereof which is reserved for job postings. The Union shall assist in keeping the area reserved for job posting free from other



materials. The posting shall clearly set forth a description of the duties of the position, the salary and the procedures for interview and assessment of the merits of the applicants. No vacancy shall be filled, except on a temporary basis, until such vacancy has been posted for at least five (5) school days prior to the last day on which applications will be accepted, except as noted in 6.05 below.

6.02 Failure to Meet Deadlines: Any qualified person may apply for a posted vacancy. Teachers who fail to apply for the posted vacancy on or before the deadline date contained in the posting shall not be entitled to priority over non-unit members.

6.03 Criteria Considerations: In filling posted vacancies, the District agrees to give due weight to the professional background, credentials and attainments of all applicants. Other factors being equal, in the judgment of the Superintendent, the applicant with the greatest length of time in the school system shall be selected for the position.

6.04 Interest in Future Vacancies: A teacher may leave a letter with the Superintendent prior to July 1, which states the teacher's interest in vacancies which may occur during the months of July and August. This letter of interest must be renewed annually by the teacher. Job postings pertinent to the teacher's interest shall be forwarded to the address contained in the letter of interest.

6.05 Vacancies Occurring During Summer Recess: Vacancies which occur during the summer recess shall not be filled except on a temporary basis, until the vacancy shall have been posted at least fifteen (15) calendar days prior to the last day on which applications will be accepted. The Union President shall be notified by certified mail at the time the posting is distributed to the school buildings.

## ARTICLE 7

### Transfers and Assignments

7.01 Voluntary Transfer to Another Building: A teacher may request a transfer to another school building by submitting a written request directly to the Superintendent. The Superintendent's evaluation of such request shall consider:

- (a) That a balanced staff be maintained in the school; and
- (b) That the probationary teachers may be expected to complete the probationary period in the school originally assigned, whenever possible; and
- (c) That the wishes of the individual teacher will be honored whenever possible.

7.02 Applications:

(a) A teacher may apply for transfer to become effective at the beginning of the next school year. The application shall state the reasons, and shall be filed by April 15. The application will be held in confidence at the discretion of the Superintendent.

(b) In unusual circumstances, a teacher may apply for a transfer to become effective during the school year in which the application is made. The application shall state the reasons. If the teacher so desires, such a request will also be held in confidence, at the discretion of the Superintendent.

(c) Applications for transfer based on hardship will be evaluated and acted upon in accordance with the merits of each case, and shall be exempt from any restrictions contained in this Article.

(d) A teacher may withdraw an application for transfer or a change in assignment within five (5) school days after the date the application was filed, and may decline an offer to transfer or a change in assignment within five (5) school days after the teacher receives such offer, without prejudice to consideration for future transfers or changes in assignment. Emergency assignments, within reason, are exempt from the provisions of this Section.

7.03 Approved Applications: If the teacher's application for transfer is approved, the teacher's name shall be placed on the transfer list and the appropriate administrator and the teacher shall be advised by direct mail. In these cases, every reasonable effort shall be made to transfer the teacher as soon as possible in accordance with the teacher's wishes. When selecting teachers to be transferred, the length of teaching experience in the school system and the date of request for transfer shall be considered. Length of teaching experience shall be controlling when all other factors are substantially equal.

7.04 Voluntary Basis: It is desirable that transfers and changes in assignments be on a voluntary basis whenever feasible. When making involuntary transfers or changes in assignments, the preferences of the individual teachers shall be honored, whenever feasible. Notification of transfer or change in assignment should normally be made by July 15. The Union and the District acknowledge that later notification may be necessary because of deaths, retirements, resignations, enrollment declines or shifts in enrollment, or other unforeseen circumstances. Such unforeseen circumstances shall be disclosed in writing to the affected individual.

7.05 Staffing New Schools: New schools will be provided with an experienced staff drawn from personnel within the school system.

(a) Proper notice will be given to all teachers of all available openings and necessary qualifications.

(b) Teachers who previously indicated a desire for transfer from their present assignment shall be given due consideration for assignment to the new buildings.

(c) Teachers who are considered for transfer to new schools will be contacted by the appropriate administrative staff member and given an opportunity to discuss the grade level and any subject area of the new assignment.

(d) Normally, applications for transfer to new schools will not be accepted until the principal has been named.

7.06 Certain Transfers Between Buildings: Teachers who are transferred from one building to another, within the District, due to the opening or closing of a school or the transfer of grades from one building to another, will not be required to attend the Superintendent's Conference on the opening day of school or more than one hour of building meetings that day in order to facilitate the move. If said move occurs during the school year, the Superintendent will negotiate with the Union President and the Chair of the Union Negotiating Committee to provide time or assistance to facilitate the move, and such agreement will be reduced to writing.

## ARTICLE 8

### Teacher Evaluation

8.01 Conducted Openly: All monitoring or observing of the work or performance of a teacher shall be conducted openly and with full and previous knowledge of the teacher. Tenured teachers shall be evaluated and observed at least once a year. The classroom performance of probationary teachers shall be evaluated and observed at least three (3) times per year. Such evaluation or observation shall be performed in accordance with the existing evaluation/observation procedures. Each teacher who is observed shall receive prior notice when the observation is to occur. The notice shall be given at least five (5) work days prior to the observation. The observation shall last at least twenty (20) minutes, preferably at the start of a lesson.

8.02 Evaluators: Only certified members of the administrative staff shall be used to evaluate teachers.

8.03 Fair and Appropriate Procedures: The development of an appropriate and fair instrument and procedure for evaluation is a proper concern of the teaching staff. To this end, such continual development shall be referred to the Superintendent's Advisory Council. The observation/evaluation instrument which is used by the evaluator shall be given to the teachers at the start of every school year and the contents of the instrument shall be explained to them.

8.04 Post-Observation Conference: Within five (5) work days after each observation, a conference will be held, unless mutually agreed otherwise. The conference will be used to critique the observation and discuss the evaluator's written suggestions for improvement. After the conference, the teacher will sign the evaluation form only to indicate that the teacher has seen the evaluation, not to signify that the teacher agrees with the contents of it.

8.05 Requested Observations: The Assistant Superintendent for Instruction or another designated administrator shall observe a probationary teacher's classroom performance at least once upon the request of either the teacher or the teacher's Principal. After each such observation, written suggestions for improvement will be provided to the teacher and a conference will be held following the observation. At least one (1) additional observation will be required by either the Principal or the Assistant Superintendent for Instruction, or another designated administrator, not later than March 1, to determine if sufficient improvement has occurred. If sufficient improvement has not occurred after the conferences and the constructive suggestions, the Principal's recommendations to the Superintendent may then be made.

## ARTICLE 9

### Personnel File

9.01 Inspection: Each teacher shall have the right, upon request to review the contents of the teacher's own personnel file at a mutually agreed upon time. In the presence of the Superintendent or designee, the teacher shall have the right to make copies of any document in the teacher's file, except confidential reference information which has been supplied at the request of the administration relative to the teacher's attaining employment or promotion. A representative of the Union, at the teacher's request, may accompany the teacher in such a review of the personnel file.

9.02 Contents of Personnel File: No material derogatory to a teacher's conduct, service, character or personality will be placed in the teacher's personnel file, unless the teacher has had the opportunity to review the material, and indicate by signature that he/she has seen said material. The teacher has the right to have included in the personnel file the teacher's own letter answering an adverse evaluation. Administrators shall accept and place in teacher personnel files, information of a positive nature, including special competencies, achievements, performances or contributions of an academic, professional or civic nature.

9.03 Parent Complaints: Any complaints by parents or a student about a teacher shall be called to the teacher's attention as soon as practical.

## ARTICLE 10

### Grievance and Arbitration Procedure

10.01 Purpose: The establishment and maintenance of a harmonious and cooperative relationship between the District and its teachers are essential to the operation of the school system. It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal. It is also intended that the District and its teachers be afforded an adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies or the courts.

10.02 Definitions:

(a) Grievance: A grievance is a claim by any teacher or group of teachers in the negotiating unit based upon any claimed violation, misinterpretation, misapplication or inequitable application of this Agreement

(b) Supervisor: A supervisor shall be any principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises, except for the Superintendent.

(c) Aggrieved Party: An aggrieved party shall be any person or group of persons in the negotiating unit who file a grievance.

(d) Party in Interest: A party in interest shall be the Grievance Committee of the Union and any other party named in a grievance who is not an Aggrieved Party.

(e) Grievance Committee: The Grievance Committee is the committee created and constituted by the Union.

(f) Hearing Officer: Hearing Office shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

10.03 Contents of Written Grievances: All grievances shall include the name and position of the aggrieved party, the section of the Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance occurred, the identity of the party responsible for causing these events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the remedy sought by the aggrieved party.

10.04 Contents of Grievance Decisions: Except for informal decisions at Step 1, all grievance decisions shall be rendered in writing at each Step of the procedure and set forth in findings of fact, conclusions and supporting reasons. Each grievance decision shall be promptly transmitted to the teacher and the Union.

10.05 Grievance Forms: Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and any other necessary grievance documents will be available. Any alterations in the forms will be developed jointly by the Superintendent and the Union. The Superintendent shall have these forms printed and distributed to facilitate operation of the grievance procedure.

10.06 Grievance Record: Each party's representatives shall keep their own records of grievance procedures. Either party may advise the appropriate hearing officer of any errors in grievance hearings. The record of all grievance hearings shall be a public record.

10.07 Teacher Rights to Informal Discussion: Nothing contained in this Agreement will be construed as limiting the right of any teacher who has a grievance to discuss the matter

informally with any appropriate member of the administration, and to have the grievance informally adjusted without the intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement, and provided further that the Union has been given an opportunity to be present at such adjustment and to state its views on the grievance. Any grievance which is adjusted without formal determination, pursuant to this procedure, shall be binding upon the aggrieved party, and shall, in all respects, be final, but said adjustment shall not create a precedent or binding ruling upon either of the parties to this Agreement in any future proceedings.

10.08 Separation from Personnel Files: All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

10.09 Grievance Activity During Work Hours: The preparation and processing of grievances shall be conducted during the hours of employment, insofar as is practicable. All reasonable effort will be made to avoid interruptions of classroom activity, and to avoid involvement of students in any phase of the grievance procedure.

10.10 Investigations: The District and the Union agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning alleged grievances. A Building Representative shall have the opportunity to investigate potential grievances.

10.11 System-Wide Grievances: A grievance which affects a group of teachers and appears to be associated with system-wide policies may be submitted by the Union directly at Step 2 of the grievance procedure.

10.12 Due Process: An aggrieved party and any party in interest shall have the right, except at Step 1, to confront and cross-examine all witnesses, to testify and to call witnesses, and to be furnished with a copy of minutes of the proceedings made at each and every step of the grievance procedure.

10.13 No Reprisal: No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the District or any member of the administration against an aggrieved party, any party in interest, any representative, any member of the Grievance Committee, any other participant in the grievance procedure, or any other person, by reason of such grievance or participation therein.

10.14 Use of Other Legal Remedies: The existence of the grievance procedure shall not be deemed to require any teacher to pursue the remedies provided herein and shall not in any manner impair or limit the right of any teacher to pursue any other legal remedies which are available.

10.15 Effect of Court Review: If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit is finally determined to be contrary to law by any court, then such provision or application shall not be deemed valid or

subsisting, except to the extent permitted by law; but all other provisions or applications will continue in full force and effect.

**10.16 Time Limits:**

(a) **Rapid Processing:** Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

(b) **Time of the Essence:** No written grievance will be entertained and such grievance will be deemed waived unless the written grievance is forwarded at the first available step within twenty (20) school days after the teacher knew or should have known of the act or condition on which the grievance is based.

(c) **Appeal Time Limits:** If a decision at one step is not appealed to the next, within the time limit specified, the grievance will be deemed to be discontinued and further appeal under the grievance procedure shall be barred.

(d) **Decision Time Limits:** A failure at any step of the procedure to communicate a decision to the aggrieved party, a representative and the Union with the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decisions been communicated by the final day.

(e) **Filings After June 1:** Upon the request of or on behalf of the aggrieved party, the time limits of a grievance which is filed on or after June 1, will be reduced pro rata, so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as possible.

**10.17 Procedural Steps:**

**Step 1 - Supervisor:**

(a) A teacher with a grievance will discuss it with the teacher's supervisor, either directly or through a representative, to resolve the matter informally. The supervisor will confer with all parties in interest to arrive at a decision. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance at this Step.

(b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within two (2) school days after the written grievance is presented, the supervisor shall render a written decision thereon and present it to the teacher, the teacher's representative and the Union.

Step 2 - Superintendent:

(a) If a teacher with a grievance is not satisfied with the written decision at Step 1, and wishes to proceed further, within five (5) school days, the teacher shall present the grievance to the Union Grievance Committee for consideration.

(b) If the Grievance Committee determines that the teacher has a meritorious grievance, it will file a written appeal of the Step 1 grievance decision with the Superintendent within ten (10) school days after the teacher receives the written decision. A copy of the Step 1 decision shall be attached to the appeal.

(c) Within ten (10) school days after receipt of the appeal, the Superintendent or a duly authorized designee shall hold a hearing with the teacher and the Grievance Committee, or its representative, and the other parties in interest.

(d) The Superintendent shall issue a written decision to the teacher, the Grievance Committee and its representative within five (5) school days after the conclusion of the hearing at Step 2.

Step 3 - Board of Education:

(a) If the teacher and the Association are not satisfied with the Step 2 decision, the Grievance Committee will file a written appeal with the Board within ten (10) school days after receipt of the Step 2 decision. The official grievance record which was maintained by the Superintendent shall be available for the Board's use.

(b) Within ten (10) school days after receipt of the appeal, the Board shall hold a hearing on the grievance. The hearing shall be conducted in open session, although Executive Session may be used for matters that may reflect upon the individual.

(c) Within five (5) school days after the conclusion of the hearing, the Board shall render a written decision.

Step 4 - Arbitration:

(a) If the grievance is not resolved at Step 3, the Association may submit the grievance to binding arbitration by issuing a written notice to the Board within fifteen (15) school days after receipt of the Step 3 decision.

(b) Within five (5) school days after receipt of the Notice of Intent to Arbitrate, the District and the Union will agree upon a mutually acceptable arbitrator who is competent in the area of the grievance and will obtain a commitment from the arbitrator to serve. If the Union and the District are unable to agree upon an arbitrator, or obtain a commitment to serve within the specified period, a request for an arbitrator from a panel of nine (9) names to be furnished by the American Arbitration Association may be submitted by either the Union or the District. In that



event, the Union and the District will then be bound by the rules and procedures of the American Arbitration Association with respect to the selection of the arbitrator and the conduct of hearings.

(c) The selected arbitrator will hear the grievance promptly and will issue a written decision not later than fourteen (14) calendar days after the close of the arbitration hearing. If all hearings were waived, then the fourteen (14) day period shall be measured from the date the final statements and proofs were submitted to the arbitrator. The arbitrator's decision will be written and will set forth findings of fact, rationale and conclusion on the issues.

(d) The power and authority of the arbitrator shall be limited to applying and interpreting the express terms of the Agreement. The arbitrator shall not have the authority to add to or subtract from any of the terms of this Agreement by implication or otherwise. The decision of the arbitrator shall be final and binding on the Union, the District, the aggrieved party and every party in interest.

(e) The cost of the arbitrator's services, including expenses, will be borne equally by the District and the Union.

10.18 Staff Relations Committee: A Staff Relations Committee will be established. It will be composed of not less than three (3) nor more than five (5) members of both the Board and the Union. The Committee's purpose shall be to discuss any mutual problems that may arise, but these discussions shall not be considered part of the grievance process. A third party may be called into the discussion by mutual consent of the Board and the Union.

## ARTICLE 11

### Teacher Working Conditions

11.01 Classrooms and Supplies: The District shall make every effort to provide:

- (a) A separate desk with lockable drawer space for every teacher in the District.
- (b) Suitable closet space for each teacher to store coats, overshoes and personal items.
- (c) Adequate chalkboard and bulletin board space in every classroom.
- (d) Copies of all texts, exclusively for each teacher's use, and, where available, teacher's editions and manuals for each of the courses the teacher is to teach.
- (e) A dictionary which is appropriate to classroom needs in each classroom in grades K-12.
- (f) Adequate attendance books, paper, pencils, pens, chalk, erasers and other subject materials required in daily teaching responsibilities.
- (g) Adequate storage space in each classroom for instructional materials.

(h) The District will make every effort to provide, in each school, at least one (1) room appropriately furnished, heated and ventilated, which shall be reserved for use as a Staff Lounge.

(i) "Men's" and "Women's" restroom facilities, properly equipped, heated and ventilated, for the exclusive use of the staff.

(j) At least one room of adequate size, properly equipped, heated and ventilated, which shall be reserved as a faculty work room in each school building, wherever practical.

#### 11.02 Professional Tools:

(a) Appropriate texts, library reference facilities, maps and globes, laboratory equipment, shop equipment, audio visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar supplies and equipment are the tools of the teaching profession. The Union and the District will confer from time to time for the purpose of improving the selection and use of such educational tools. To this end, a committee will be established which is composed of three (3) teachers appointed by the Union and three (3) representatives appointed by the Superintendent. The committee will meet upon written request of either the Superintendent or the Union, and the Board will undertake to implement all decisions made by this Committee. The Board agrees to keep the school reasonably equipped and maintained at all times. All approved requisitions of supplies and equipment will be sent not later than sixty (60) and ninety (90) days respectively after approval of the budget.

(b) Reasonable effort will be made to provide outside telephones which insure privacy of conversation for teachers' use. All toll calls will be logged by number. Personal toll calls shall not be billed to the District. Toll calls made expressly for Union business may be billed to the District, so long as the Union reimburses the District in the amount charged for such calls.

11.03 Preparation Periods - Elementary: Whenever possible, gym, music, art and library for elementary teachers shall be scheduled so that each teacher shall have at least five (5) preparation periods per week. The District will attempt to provide a forty (40) minutes preparation period each day for elementary teachers. This period may vary because of scheduling difficulties, in which case a minimum of two hundred (200) minutes per week shall be provided within the instructional work day. In order to make use of collaborative planning, the District will make every effort to seek input from elementary, middle school and high school teachers when scheduling prep time.

11.04 Teaching Load - Grades 6-12:

The weekly teaching loads in grades 6-12 shall be twenty-five (25) teaching periods of no more than forty-five (45) minutes each in the regular schedule. When rare cases necessitate a change in the teacher load, it shall be with the mutual consent of both the teacher and the administrator involved. With the exception of special scheduled days, there shall be at least five (5) unassigned periods a week, at least one (1) per day, each one equal in length to one (1) instructional period.

11.05 Preparation Periods - Consultation Time:

(a) Teachers who have an “excessive amount of mandated consultation time” with related service providers pursuant to approved Individualized Education Plans (IEPs) OR who are requested to attend CSE’s and CST’s, and as a result of these activities, must utilize their planning time, will be entitled to a compensatory one-half (1/2) day of release time from regular duties to be utilized for regular planning time purposes. For purposes of this Section, an “excessive amount of mandated consultation time” shall refer to any such consultation time indicated above which accumulates to a total of two hundred forty (240) minutes.

(b) Any elementary teacher who has four (4) or more students who are classified or who are Section 504 students, will be given a one-half (1/2) day for collaboration once a month.

11.06 Lunch Periods: All teachers shall have a duty-free lunch period of approximately thirty (30) minutes duration.

11.07 Traveling Teachers: Teachers who are assigned to teach in more than one (1) District school building during a single work day will not have their contractual preparation and lunch periods diminished because of the time allocated for travel between those buildings.

11.08 Preparation Periods - Substitutes: Since it is desirable for each teacher to use an uninterrupted planning period each day, the practice of using a regular teacher as a substitute and

thereby depriving the teacher of a planning period is undesirable and should be discouraged. In an emergency, however, when a teacher is asked and agrees to act as a substitute during the teacher's planning period, every effort shall be made to give the teacher compensatory time off, provided that the time shall not interfere with classroom instruction.

11.09 Half-Time Teachers:

(a) Teaching Periods: A teacher who is appointed to a half-time position (four (4) class periods) will teach no more than three (3) periods. One-half of the fourth period will consist of a duty-free preparation period, and the remaining one-half may be an otherwise assigned period.

(b) Prorated Benefits: Half-time teachers will accumulate seventeen (17) half-days of sick time, two (2) half-days of personal time, be entitled to 100% District payment of medical and dental benefits (as are afforded to full-time teachers), and one-half of other benefits of full-time teachers.

11.10 Teacher Work Year:

(a) There shall be one hundred eighty-seven (187) scheduled work days in the teacher work year, composed of one hundred eighty-three (183) teaching days and four (4) days for staff development and/or Superintendent conference days.

(b) **The District calendar with regard to break periods shall be adopted by the Superintendent with Board of Education approval.** If, however, the District cannot achieve one hundred eighty (180) student aidable days, the school calendar will be adjusted to satisfy this requirement.

(c) Teachers shall not be required to make up days when the District is closed due to inclement weather or epidemic. In no event, however, shall the number of aidable days fall below the minimum required for full State aid. If the number of student aidable days falls below the State minimum and said days are not forgiven by the State Commissioner of Education, then the teachers shall be required to meet the State minimum.

11.11 Conference Days:

(a) At least two (2) conference days shall be established during the school year. A Fall/Winter day shall be conducted by the Superintendent with a joint Superintendent Teacher Conference in the Spring. In addition to the Fall/Winter Day and Conference Day in the Spring, additional time may be set aside for staff development days. These days may be full or half days, which are free of students for those teachers who participate. These days shall be planned in consultation with the administration and teaching staff.

(b) Classes will be suspended on these conference days and all instructional staff members will attend the conference. Instructional staff will receive full pay for a conference day. Absence from the conference due to illness will be charged against sick days. Illegal

absences from a conference will result in loss of pay. The Union will share the cost of the Spring conference.

11.12 Absenteeism:

(a) Absenteeism Reduction: It is understood and agreed by the District and the Union that the expense, inefficiency and interruption of the education program caused by absenteeism should be reduced whenever possible. The Union affirms that all employees will continue to support this goal in every reasonable way.

(b) Partial Day Absence: Attendance for the major part of either the morning or the afternoon may be allowed at the discretion of the principal as attendance for a half of a working day. Absence for a part of a working day shall be subject to the general rules for absences; the deduction, if any, being half of the deduction for a full working day. All such absences, whether with or without deduction, shall be reported on the service record.

(c) In an emergency, leave forms shall be completed by teachers and submitted through channels immediately upon return to work. It is expected that a teacher will notify the teacher's principal of the circumstances of the absence as soon as feasible.

11.13 Classroom Interruptions: Classroom interruptions shall be permitted only when necessary. The District will make every effort to keep classroom interruptions to a minimum to assure continuous education within the classroom. When interruptions are absolutely necessary, the administration will make every effort to give the teacher involved notice.

11.14 Teacher School Day – Elementary and DWA Half-Days:

(a) The school day for elementary teachers shall be as follows: Each teacher shall report thirty (30) minutes before classes are scheduled to begin and shall be expected to remain until the dismissal of the teacher's students who are bused. The teacher will not be expected to remain more than thirty (30) minutes after the conclusion of classes except in the case of an emergency due to unanticipated circumstances. In that event, teachers will be assigned on a rotating basis to student supervision. Teachers who serve in this capacity and are required to remain past the end of the regular workday, shall be compensated for each accrued thirty (30) minutes (accrued minute by minute) at the rate of ten dollars (\$10.00) for each thirty (30) minutes so accumulated.

**(b) Both parties agree that the Elementary teacher work year schedule for Elementary teachers in grades Kindergarten through five (5) shall be permanently amended to provide for two (2) half days of release time for Elementary teacher attendance without student contact within the 187 days. This provision shall not apply to Elementary teachers assigned to Grade Six (6) wherever located. At the current time, it is anticipated that these two (2) half days of release time for Elementary teacher attendance without student contact shall be used in the DWA (District Writing Assessment) Process. However, if the DWA is discontinued, these half days of release time from student contact shall be utilized for any District-directed assessment. If no successor assessment is to be utilized, these half days of release without student contact shall be automatically discontinued.**

11.15 Teacher School Day - Secondary: The school day for secondary teachers shall be as follows: Senior High Teachers shall report fifteen (15) minutes before the scheduled beginning of their first assignment and remain fifteen (15) minutes after normal classes have ended. Edward Town Middle School teachers shall report ten (10) minutes before the scheduled beginning of the homeroom period and remain ten (10) minutes after normal classes have ended. Every effort shall be made to limit the number of different lesson preparations in the secondary schools. Inequities in teaching assignments shall be a proper subject of the grievance procedure.

11.16 Teacher Work Week: Weekly school hours for teachers shall not exceed thirty-five (35). This provision takes precedence over Sections 11.14 and 11.15. A joint committee composed of three (3) representatives of the District appointed by the Superintendent and three (3) representatives of the Union appointed by the Union President will be established for the business of studying the reporting time prior to the scheduled student day, beginning and after normal classes have ended. Recommendations of the Committee shall be made to the respective bargaining teams and carried over to the next negotiations.

11.17 Additional Work Hours: Building Principals may make arrangements with consenting staff members to cover individual building needs for such matters that require a teacher to spend more time on the job than specified in this Agreement.

11.18 First and Final School Weeks - Elementary:

(a) The first three (3) days of school for K-1 shall be half-sessions. The remainder of the day shall be a teacher conference/work session.

(b) The elementary grades shall have classes on a half-day session the first three (3) days of the last five (5) days of school each year. The remainder of the school day will be spent by elementary teachers in completing their end of the year duties. The last two (2) days of school shall be full work days with no classes scheduled.

(c) This section will not be implemented unless it is in compliance with the law.

11.19 Master Schedule: A master schedule for each school shall be posted on the teacher bulletin board, and a copy shall be provided to the Building Representatives. Each teacher shall also have a copy of the schedule of his department and/or grade level.

11.20 Class Size: The parties agree that it is their mutual goal to lower class sizes to the extent feasible in order to comply with the Commissioner's recommendations.

11.21 Administrative and School Related Personnel Work:

(a) No teacher will be expected to perform administrative duties, except in extreme emergencies or as otherwise agreed to in writing by the Superintendent and the Union President.

(b) Under no circumstances are teachers to perform duties that are regularly assigned to School Related Personnel. Teachers will not be requested or required to perform the duties of the custodial staff or law enforcement agencies.

11.22 Teacher Assignments/New Tenure Area Appointments:

(a) Teacher assignments outside the scope of the teaching certificate or major field of study shall be made only after discussion with and the consent of the teacher involved.

(b) When a tenured bargaining unit employee voluntarily indicates interest in re-assignment to a new tenure area, and the District Superintendent of Schools in his/her sole discretion agrees to such a transfer, the following terms and procedures shall apply:

- (1.) The employee being re-assigned must have appropriate certification to be legally hired and to teach in the new certification area.
- (2.) The employee being re-assigned shall be considered to be on a leave of absence from their initial tenure area, which leave shall be for the duration of the probationary period in the new tenure area.
- (3.) During the probationary period in the new tenure area, the District at any time, may re-assign the teacher back into her/his initial tenure area. The teacher shall have the same right of re-assignment back into her/his initial tenure area, provided the teacher gives written notice to the District superintendent of Schools thirty (30) days' prior to the end of the current semester. The District may waive all or of part of this notice period provision.
- (4.) The length of the probationary period in the new tenure area shall be two (2) years, due to the previous granting of tenure. Upon appointment to tenured status in the second tenure area, the teacher shall resign her/his first encumbered tenure area appointment.
- (5.) During the probationary period in the new tenure area, the re-assigned teacher shall retain her/his seniority and permanent tenured appointment in her most recently assigned tenure area. All compensation and fringe benefits shall be based upon the permanent encumbered appointment, given the teacher's seniority and tenured status, pursuant to the Collective bargaining agreement.
- (6.) The posting and bidding provisions of Article 6 shall apply, regarding such vacancies.
- (7.) The initial probationary appointment and the permanent appointment on tenure shall be made without any procedural steps pertinent to new hires in the hiring process, such as a panel interview or teaching demonstration. The only steps required to effectuate these appointments are the recommendation of the Superintendent of Schools and the action of the Board of Education, and those steps required by law such as a criminal records check and fingerprint clearance procedure.
- (8.) The transfers and assignment provisions of Article 7 do not apply to tenure area switch appointments.

11.23 After School Assignments:

(a) Teachers shall not be required to participate in activities outside of their regular school hours. This shall not apply to two (2) nights during the school year, one (1) of which is to be either Open House or Parent Night, nor shall it apply to faculty meetings which shall be limited to a reasonable number and which shall not, except in emergencies, exceed one (1) hour after school. Attendance at meetings such as PTA affairs shall be at the option of the individual teacher.

(b) Teachers may be required to extend their normal workday beyond the limits set forth in Sections 11.14, 11.15 and 11.23(a) by attending up to ~~four (4)~~ one (1) hour meetings per school year for secondary grade level and department meetings with teacher directed standards and assessments specialists, and at the elementary level for grade level meetings regarding curriculum and standards issues. Faculty meetings will continue to be limited to no more than two (2) per month, one (1) or both of which may be used for curriculum and/or standards and assessments. The District agrees to limit the number of faculty meetings to a maximum of sixteen (16) per year.

11.24 Extra-Curricular Activities: Teacher participation in extra-curricular activities shall be voluntary. Non-participation in such activities shall not be sole consideration for evaluation.

11.25 Assignment of Bargaining Unit Work:

(a) Only those persons meeting the definition of teachers, as defined in this Agreement, and who are included in the recognized bargaining unit of the District shall perform teaching duties in this District. It is recognized that the time of teachers should be utilized for professional teaching activity and that non-teaching duties shall be eliminated whenever possible. Toward this end, it is agreed that a joint Administration-Union Committee shall be established to study this matter, and the degree to which the following activities are presently performed by teachers, which can be eliminated as teacher responsibilities by the end of the school year:

Collection of Money

Recording, transferring or transmitting information which does not have a direct bearing on the learning experience of the child, such as grading and recording the results of school-wide testing programs

Making routine entries, such as marks and attendance data on pupil permanent record cards

Supervision of hallways, restrooms, lunchrooms and children while they are waiting for buses

(b) Machine Scored Tests: Normally, a machine scored test will be favored by the District, subject to administrative determinations. Teachers will not be required to affix test labels. Classroom teachers will be provided with the items analysis of machine-scored test results.



(c) Non-Unit Members Performance of Unit Work: In the event that no teachers have filed timely applications for summer school positions, coaching positions or advisor positions, a non-unit member may be appointed or re-appointed to that position at the discretion of the District.

11.26 Split Classes: Split classes should be eliminated whenever possible. To that end, alternatives to split classes will be explored with the Union President, or his designee.

11.27 Competent Substitutes: The District shall maintain an adequate list of competent, certified substitute teachers. When there is advance knowledge that their regularly assigned teacher will be absent for three (3) or more consecutive days, the best qualified substitute available shall be assigned to the grade or subject matter.

11.28 Pupil Personnel and Special Teachers: The District shall make every effort to provide an adequate number of special teachers and an adequate pupil personnel staff for all grade levels of services. Requests for these services shall be given prompt attention and appropriate action.

11.29 IEP Preparation:

(a) Those teachers who have the responsibility of preparing IEP's for students who are classified handicapped by the Committee on Special Education shall be provided with two (2) days of released time during the normal instructional day to prepare IEP's and participate in parent/teacher conferences. These teachers shall be released from normal instructional duties on these days. These days shall be scheduled by the Superintendent or his designee in consultation with the teachers involved.

(b) The administration will make every effort to have the rooms of the teachers involved, as well as all records, available to them for such conferences. When students are in attendance, a conferencing site other than the normal classroom will be made available. This release time shall be in addition to the release time given in the afternoon in November and April.

11.30 Leaving School Grounds:

(a) Teachers may leave the school grounds during a non-teaching period for necessary, pressing personal business, with the approval of the principal. Such approval shall not be unreasonably withheld.

(b) A committee composed of an equal number of teachers and administrators appointed by the Union and the Superintendent shall meet to discuss the issue of teachers signing in and/or out to denote their presence at work. If the recommendations of the committee provide for a change in the current practice, the recommendations shall be reduced to writing in the form of a Memorandum of Agreement and made effective at the beginning of the following semester or as soon thereafter as is feasible.

11.31 Medical Examinations:

(a) The reimbursement for all medical examinations and tests that are required by the District (including physical examinations for tenure purposes) shall be in the same amount that the District would pay its District physicians for such examinations.

(b) The teacher may be examined by a personal physician at the teacher's expense. Such approval, however, shall not prevent the District from requiring medical examinations and tests by a physician of its choosing, nor shall such approval prevent the District from having the results of the examinations or tests conducted by the teacher's personal physician reviewed by a physician retained by the District.

(c) This Section also applies to teachers who seek a change in position within the system.

(d) This Section shall not be construed to prevent the District from exercising the right granted to it under Section 913 of the Education Law to require medical examinations of teaching personnel in order to determine the physical or mental capacity of any teacher to perform teaching duties with this District.

11.32 Disclosure of Pupil Information: Teachers should be informed of a pupil's psychological, emotional or medical condition as soon as possible. A psychological testing program is desirable and should be instituted for all children in the District, where necessary. An elementary guidance program is also desirable and should be instituted for Grades K-6.

11.33 Academic Freedom: Academic freedom shall be guaranteed to teachers and no undue limitations shall be placed upon the study, investigation, presentation and interpretation of facts and ideas concerning: humankind, human society, the physical and biological world and other branches of learning, except those standards of professional educational responsibility which are applicable to elementary and secondary education. Nothing in this section shall prohibit or impede the statutory rights of the District as they pertain to the implementation of instruction.

11.34 Support Service: The District recognizes the need for adequate administrative, secretarial, accounting and maintenance personnel to insure the greatest efficiency for the operation of the school system.

11.35 Participation in Professional Conferences: It shall continue to be the practice of the District to have representation at professional conferences, workshops and seminars that will benefit the District.

11.36 Legal Counsel Provided: Any teacher or cadet teacher shall be provided legal counsel in accordance with the applicable sections of Education Law, Sections 3023 and 3028 (see Appendix A). The District also agrees to supply legal counsel at its expense, to any teacher who wishes to bring legal action against a student due to an assault upon the teacher while in discharge of the teacher's duties or for willful theft or destruction of the teacher's property, while on school premises during the discharge of the teacher's duties.

11.37 Professional Supervision: Teachers shall receive instructions and directions on professional matters only from professional supervisory personnel.

11.38 New Clubs/New Extra-Curricular Activities – Calculation of Stipends:

(a.) New Clubs and new extracurricular activities which are created during the course of this contract term shall be placed on the schedule with the stipend most appropriate, as per the mutual decision of the Superintendent, and the Association President, after the determination to create the activity as a stipend position is made by the Board of Education.

(b.) Each of the extracurricular schedules shall contain either one or two stipends for new activities. If the current activities schedules contain a wide range of stipends, there shall be a "higher – new club stipend" and a "lower new club stipend". The Superintendent and Association President shall agree to the appropriate placement on the stipend schedule dependent upon:

- (1.) similar activities, such as Class advisor-ships, language clubs, specific activity clubs, music and musical production clubs, and activities, and other clubs within the building;
- (2.) the number of meetings and/or activities involved,
- (3.) the number of students supervised,
- (4.) the time commitments involved;
- (5.) any other pertinent factors, after consultation with the Building Principal.

(c.) The posting and bidding provisions of Article 6 shall apply, with appointment to be made by the Board of Education.

(d.) The stipend for the club shall continue during the term of the collective bargaining agreement, subject to annual increases, that had been negotiated into the extra-curricular stipend schedules, if any. If not adjusted at the expiration of the term of the agreement, and the club remains a viable activity, the new CBA shall contain the name of the club and the appropriate stipend.

(e.) The Board may abolish extracurricular activities at any time.

(f.) These provisions are not subject to arbitration.

11.39 Attendance at Unit Member's School: At the discretion of the Superintendent, the Superintendent may allow a resident of the District who is a bargaining unit member permission for that member's own children to attend in that member's own school. The parent shall be solely responsible for any transportation. This permission must be granted on a year-by-year basis.

## ARTICLE 12

### Sick Leaves

12.01 Eligibility: Probationary and tenured employees of the District shall be granted an accumulated sick time allowance for personal illness or illness in the employee's immediate family under the conditions set forth in this Article. At the beginning of each school year or as soon as practical thereafter, each teacher shall receive from the District Main Office a statement of the teacher's accrued sick time.

12.02 Personal Illness: The District will grant seventeen (17) days per year with full pay for personnel employed on a full-time schedule. The total unused portion of the annual sick day allowance shall be permitted to accumulate up to two hundred (200) days, subject to the extensions expressly provided in this Article.

(a) Full or half day absences for which sick time allowance is granted shall be credited as days of service for salary increment purposes.

(b) The time used on sick time allowance shall be deducted from accrued sick time allowance.

(c) The Building Principal, or a District-wide Administrator may require medical substantiation and verification of absence and eligibility for sick leave usage pursuant to the following provisions for any personal illness which exceeds three (3) consecutive work days.

(d) Requirements for medical verification. To meet the requirements of section (d) above, a medical certificate must:

(1) be signed by a person licensed to practice medicine, dentistry, or a chiropractor.

(2) state the date or dates on which the person signing the certificate first treated the employee for the illness or injury which resulted in the employee's absence as well as any subsequent dates of treatment.

(e) Upon exhaustion of annual and accrued sick time, any employee may apply for and may be granted additional sick time allowance with pay by the Board upon recommendation of the Superintendent. If the application is denied, written reasons shall be given to the teacher.

12.03 Illness in the Immediate Family: The utilization of sick time allowance for illness in the employee's immediate family is authorized at the discretion of the Superintendent, but the use of sick time allowance for this purpose shall never exceed seven (7) days per school year, notwithstanding any past practice on this issue. The use of sick time allowance for this purpose shall be charged against the teacher's accumulated sick time allowance. "Immediate

family”, for purposes of this Article, shall include: parent, child, husband, wife, parent of husband or wife, sibling of the teacher, sibling of the teacher’s husband or wife, or any relative permanently residing in the personal household in which the teacher also resides.

12.04 Sick Bank: The Union will operate a Sick Leave Bank for teachers of the District. There shall be a waiting period of five (5) work days per school year for any applicant to the sick leave bank, prior to receipt of sick leave bank benefits, which shall be an initial period without pay. After an initial five day unpaid period in any school year, other periods of sick leave bank usage, whether continuous or not, shall be with pay. The Superintendent will assist in facilitating arrangements to allow staff to take advantage of the Sick Leave Bank. Initial donation to the Sick Leave Bank, and subsequent accumulation of sick days, will come exclusively from the teachers of the District, based on guidelines which are established by the Union. The provisions of Section 12.04 and its application will not be subject to the grievance procedure. At the end of the school year, the Union will make available to the District the following information:

- (a) Total number of sick bank days used by all teachers in the District that year.
- (b) Total number of sick bank days used by individual teachers that year.
- (c) Total days available at the end of the year.
- (d) Total number of days contributed by each teacher above and beyond the total mandated by the bank.

12.05 Crediting of Annual Sick Leave: All tenured and probationary teachers shall be credited with and may use their annual and accumulated sick leave allowances as of the first day of their employment year, even though they have been unable to report for duty on that day, if the teacher notifies the school authorities that the reason for absence was due to illness, death or serious illness in the teacher’s immediate family; or any other reason for which the teacher is entitled to be absent from duty.

12.06 Unearned Sick Pay: Teachers who terminate their service prior to the end of the school year, other than as a result of illness, shall have unearned sick pay deducted from their last pay warrant.

12.07 Return from Leave of Absence: Sick leave accumulated prior to a leave of absence shall be credited to the teacher upon return to employment.

12.08 Pregnancy:

- (a) “Personal Illness” shall also refer to illness or sickness arising from pregnancy or the complications of pregnancy.
- (b) If said teacher exhausts all benefits allowable under the Sick Leave Bank and is still unable to work, that teacher will be placed on an unpaid medical leave without benefits, except for medical coverage. The medical coverage shall be paid by the District for a maximum

of six (6) months or until the teacher chooses either the options set forth below in paragraph (c) or commences a Child Rearing Leave, whichever event occurs first.

(c) At their discretion, teachers may apply in writing to waive the application of Section 12.08(a) during their pregnancy or the recuperation period following the termination of pregnancy and choose not to use their accumulated sick leave or Sick Leave Bank benefits. The teacher will have the opportunity, nevertheless, to continue to receive medical benefits by remitting to the Business Office, the required group rate premiums.

### ARTICLE 13

#### Workers' Compensation Leave

13.01 Days of absence caused by injuries or illness suffered on school premises or in line of duty and which are covered by Workers' Compensation Laws are subject to certification by a duly qualified physician as to duration of the disability. Such days of absence shall not be deducted from the teacher's sick time allowance. The District will continue to pay the teacher regular salary and benefits for the period of such a disability. Regularly salary will not be paid for more than one hundred eighty (180) working days, after which the Workers' Compensation allowance will be assigned to the teacher.

### ARTICLE 14

#### Other Paid Absences

14.01 Authorized Absences for Special Conditions: Authorized absences may be granted to probationary and tenured employees for the purposes noted in this Article.

14.02 Official Business: For attendance, with full pay, upon official business of the School District, when and as approved by the Superintendent or his representative.

14.03 Association Representatives: Twelve (12) work days with pay shall be granted to Association Representatives to conduct Association business by their attendance at professional meetings, conferences and workshops for professional improvement, when and as approved by the Superintendent or his representative. If an Association representative is absent due to Association business, and a substitute teacher is required, the Association shall reimburse the District for the substitute's salary from day 10 to day 12. The first nine (9) days of expenses for substitutes shall be borne by the District.

14.04 Jury Duty and Mandated Legal Services: Jury duty or other service required by law, court order or other governmental authority which is beyond the control of the individual teacher and which necessitates absence from duty with the District shall be granted with full pay, subject to the discretion of the Superintendent. This absence and benefit shall be granted upon condition that during such service, the teacher shall be required, when feasible, to perform the duties of employment. Paid leave for these purposes shall not be deducted from accumulated sick

allowance or personal leave allowance. The jury duty reimbursement received by the teacher shall be remitted to the District.

14.05 Religious Holidays: Three (3) days of religious holiday leave, with pay, shall be granted annually to teachers who wish to observe traditional and customary religious holidays, where absence or abstention from work is required, or customary, or is authorized by the Commissioner's list. The District may require verification of religion for this purpose.

14.06 Bereavement:

(a) When a teacher suffers a death in the immediate family, a period of bereavement leave, not to exceed five (5) consecutive work days immediately following the death, with full pay, shall be granted with no deduction from accumulated sick time allowances. "Immediate family" shall include the teacher's parent, child, husband, wife, parent of husband or wife, siblings of the teacher, sibling of the teacher's husband or wife, or any relative permanently residing in the personal household in which the teacher also resides.

(b) If the teacher suffers a death of a friend or relative other than the immediate family, one (1) day at full pay may be granted with the approval of the Superintendent to attend the funeral of such friend or relative. This benefit shall be deducted from the teacher's accumulated sick time allowance.

(c) When a teacher suffers a death of a teacher's grandparent, (not residing in the personal household in which the teacher also resides) a period of bereavement leave, not to exceed three (3) consecutive work days immediately following the death, with full pay, may be granted with no deduction from accumulated sick time allowances.

(d) When a teacher suffers a death of a significant other, a period of bereavement leave, not to exceed three (3) consecutive work days immediately following the death, with full pay, may be granted with no deduction from accumulated sick time allowances, upon the superintendents discretion and approval.

14.07 Graduation and Awards: One (1) day with full pay shall be granted to a teacher to attend the teacher's graduation or ceremonies at which the teacher is the recipient of an award or special honor. A second day may be granted, if required, without pay. A teacher will be granted one (1) business day with pay and a second day without pay, if required, when that is authorized in advance by the Superintendent, to attend the graduation of a member of the teacher's immediate family, as that term is defined in Section 14.06. These paid leaves shall be granted with deduction from accumulated sick time allowances.

14.08 Personal Business Leave: All full-time teachers may be granted up to two (2) days of paid personal leave annually. This benefit shall be deducted from the teacher's accumulated sick leave allowances. This benefit is to be used for matters of urgent personal business which cannot be scheduled outside of regular school hours.

(a) One (1) additional day of paid personal business shall be allowed for religious obligations when the request is filed in advance with the specific reasons given.

(b) Requests for such personal business leave, except in cases of emergencies or other unavoidable circumstances, should be presented to the teacher's immediate supervisor at least two (2) days prior to taking such leave.

(c) The teacher shall not be required to specify the reason for requesting personal business leaves, but the teacher will affirm, in writing, that the use of personal business leave will be (or was) for "matters of urgent personal business which could not be scheduled outside regular school hours". The personal business leave privilege should not be abused for the purpose of extending holidays or vacations.

(d) The provisions of this Section shall not preclude granting personal business leave without pay where conditions do not warrant granting the leave with pay.

(e) Full-time teachers may apply in writing to the Superintendent of Schools for a third paid personal business day. Such requests shall be made two (2) working days in advance of the leave and shall state the nature of the urgent personal business, and shall describe the circumstances which preclude the employee from conducting such business on his or her own time. The third personal business day shall be deducted from the employee's accumulation of paid sick leave. If notice cannot be given due to emergency, the day can be taken and the Superintendent has the right to dock.

## ARTICLE 15

### Unpaid Leaves of Absence

15.01 Political Leave: Upon request, tenured teachers shall be granted political leaves of absence in accordance with the following. With thirty (30) calendar days notice, a teacher may be granted up to four (4) weeks of leave without pay for the purpose of campaigning as a candidate in the civil election for public office, subject to the discretion of the Superintendent. If a teacher is elected or appointed to public service, the Board shall extend a leave of absence without pay and subject to reasonable extension to fulfill one (1) term of office, which is not in excess of four (4) years. At the conclusion of such leave of absence, the teacher shall be returned to the same or reasonably comparable position.

15.02 Short-term Leave: Personal leaves of absence, without pay, may be granted at the discretion of the Superintendent for a period of sixty (60) calendar days or less, subject to the following terms and conditions:

(a) The leave shall be requested in advance of the time the leave will begin.

(b) No benefits provided under this Agreement shall be provided or accrue during the leave, except the current group medical insurance coverage.



(c) All benefits to which a teacher was entitled at the time the leave of absence began, including unused accumulated sick leave, salary step placement, etc. shall be restored to the teacher upon return to work. The teacher shall be assigned to the same position which the teacher held at the time the leave began.

(d) Prior to the end of the leave, the teacher must notify the Superintendent of an intention to return to work.

(e) The teacher may terminate the leave of absence and return to work, with the approval and at the discretion of the Superintendent.

15.03 Long-term Leave: Personal leaves of absence, without pay, may be granted only to tenured teachers with the approval of the Board for a period of up to two (2) years under the following terms and conditions:

(a) These leaves must be requested at least thirty (30) days in advance of the time the leave will begin on forms supplied by the District.

(b) No benefits provided under this Agreement shall be provided or accrued during such leave of absence except that increments will be paid if the teacher has worked one-half year or more at the time the leave begins, and the teacher will be continued under the group health insurance coverage, if the teacher pays the required premium to the District.

(c) All benefits to which the teacher was entitled at the time the leave of absence began, including unused accumulated sick leave, salary step placement, etc. shall be restored to the teacher upon the teacher's return to work. The teacher shall be assigned to the same position held at the time the leave began. If that position is not available, the teacher shall be assigned a substantially equivalent position.

(d) Prior to the end of the leave, the teacher must notify the Superintendent, in writing, of the teacher's intent to return to work.

(e) The teacher may terminate the leave of absence and return to work upon prior written notice to and at the discretion and with the approval of the Superintendent.

(f) Long-term leaves of absence must exceed sixty (60) calendar days. The teacher should make every effort to begin and end the leave at the beginning of a semester.

## ARTICLE 16

### Child Care Leave

16.01 Purpose: Subject to the conditions set forth in this Article, Child Rearing Leave will be granted to any employee for the purpose of caring for a child who is resident in the employee's own home during the period of the leave. A teacher, upon becoming medically fit to work, must either return to work or take a Child Rearing Leave for a period of up to two (2) years.

16.02 Advance Written Notice: Where the need for the leave can be reasonably anticipated in advance, as in the case of pregnancy, pending adoption, and the like, the employee shall give the Superintendent written notice of the impending need for the leave and as close an approximation as possible of the date when the employee requests the leave to begin. Such a leave of absence for purposes of adoption shall be reduced to one (1) parent, if both parents are employed by the District.

16.03 Application:

(a) Actual application for the leave shall be submitted to the Superintendent at least thirty (30) calendar days in advance of the first day of leave whenever possible and in no case later than the fifth (5<sup>th</sup>) actual day of absence, if immediate leave had to be taken without notice because of circumstances beyond the employee's control.

(b) The leave of absence will begin on the date specified by the employee in the application, unless changed by the employee with at least two (2) weeks advance written notice to the Superintendent.

16.04 Accumulation of Seniority:

(a) Probationary service credit or seniority will not be granted for any period of time spent on child-rearing leave.

(b) When employees return from a child-rearing leave, they shall be re-credited with benefits which they had accumulated as of the day prior to the first day of their child-rearing leave.

16.05 Notice of Intent to Return: A teacher on leave shall make every reasonable effort to confirm the date of return to work at least sixty (60) days prior to the expected date of return. The parties agree that it is desirable that the leave shall terminate at the end of the school semester.

## ARTICLE 17

### Compensation

17.01 Masters Degree Columns: Teachers with an approved Masters Degree will receive additional compensation according to the MA and MA+30 columns on the salary schedule. A teacher who earns a Masters Degree must notify the Superintendent by September 15. Thereafter, a prompt salary adjustment will be made. An official transcript and a copy of the diploma must be filed with the Superintendent's office by December 1.

17.02 Tuition Reimbursement after September 1, 2002: For graduate hours taken after July 1, 2002, reimbursement for tuition expenses will be paid by the District upon the submission of a

transcript or grade report denoting a grade of "satisfactory" ("S") or "A" or "B", as well as a dated receipt evidencing payment. Official transcripts will be required to advance to a new schedule.

(a) The number of graduate hours during the school year (September - June) shall be limited to nine (9) and the number of graduate hours during the summer months (June-August) shall be limited to twelve (12).

(b) A teacher who completes course work which qualifies for advancement on the salary schedule must notify the Superintendent by September 15. The salary adjustment will be promptly made. An official transcript must be filed with the Superintendent's Office by December 1.

(c) Unlimited accumulation of graduate or undergraduate hours.

(d) Approval of all courses that relate to the education courses of the teacher's degree program, certification area or supplemental courses that strengthen teacher performance. The District shall be entitled to request prior approval, but said approval cannot be unreasonably denied.

(e) If the teacher is transferred to a different subject area, unlimited hours will be permitted until the teacher obtains certification.

(f) Notwithstanding any provisions of this Agreement except with respect to hour limitations, any and all reading courses will be approved and reimbursed for tuition and salary credit.

(g) Notwithstanding any provisions of this Agreement, except for hour limitations, any and all computer courses will be approved and reimbursed for tuition and salary credit for those teachers whose approved course outlines, and syllabi, include computer elements.

(h) The District shall reimburse tuition at the following percentages:

(i) one hundred percent (100%) of the tuition for course work for a first Masters Degree at any SUNY school;

(ii) one hundred percent (100%) of the tuition for any course work at any SUNY school within the school counselor's advanced Masters program;

(iii) for (i) and (ii) at any other school, at the rate of the average tuition cost of Buffalo State College, Niagara University (secondary/elementary education program) and SUNY at Buffalo. The elimination of a program at any of the above schools will require a mutually agreed upon replacement with a comparable program;

(iv) fifty percent (50%) of the tuition for any other course of study outside or beyond the first Masters Degree program, at the average tuition rate determined in subparagraph (iii) above.

(v) Term substitutes are not eligible for tuition reimbursement.

17.03 BA Provisional and BA +60 Columns Eliminated: The former BA Provisional column is eliminated. The BA +60 column shall be eliminated when no teachers positioned there are employed. No teacher shall be placed on the BA +60 column after July 1, 2002. Any teacher presently placed on the BA +60 column shall continue in that column. However, in the future no teacher will be placed on the BA +60 column after July 1, 2002.

17.04 Non-Certified Staff: The Superintendent will enforce the regulations of the Commissioner of Education which require that non-certified personnel shall successfully complete not less than six (6) semester hours of approved and appropriate course work each year, in order to be eligible for continued employment, unless excused by the Commissioner's regulations.

17.05 School Counselors: The school counselors who were hired on or after August 31, 1984, will receive salaries based on an index of 110% of the teachers' salary schedule. These salaries are for ten (10) month positions. Counselors who perform duties in excess of the ten (10) month schedule will have that extra service paid for at the rate of 1/190<sup>th</sup> of their regular ten (10) month salary for each day worked in the eleventh or twelfth month. Incumbents will be saved harmless from revised methods of payment. It is noted that the tenure and Masters differentials are included in the above salaries.

17.06 Head Teachers: (Tuscarora Elementary)

(a) A head teacher shall be required to act in the capacity of an administrator during the administrator's itinerant absence for up to and including thirty (30) teacher work days. Portions of a day shall be prorated. For such service, an acting Head teacher will receive the stipend of \$1,200 for 2009-2010 and thereafter, to be added to the teacher's normal annual salary.

(b) An acting head teacher will be appointed for each appropriate school on an annual basis. Applicants for the position need not possess administration certification, but such certification shall be considered in choosing among applicants. The acting head teacher may be required to act in the capacity of administrator, though not in the place of an administrator during an administrator's itinerant absence. The acting head teacher shall not have the authority to evaluate the teaching staff as described in Article 8 of this Agreement.

17.07 Summer School:

(a) Salaries for summer school teachers in secondary and elementary programs, teachers assigned to recreation or music lessons, and driver education teachers are set forth in Appendix B.

(b) The District retains its right to continue the past practice of employing non-instructional personnel to assist with summer school registration. Should teachers be asked to assist with registration, they shall be paid \$13.00 per hour for the time worked beyond or in addition to the regularly scheduled work day.

17.08 Standards and Assessments Specialists - Selection and Retention of Specialists: The Standards and Assessments Specialists shall be selected pursuant to the following procedure:

(a) The District shall solicit applicants for the Standards and Assessments Specialists from certified tenured staff. A committee will interview applicants and recommend from one to three finalists to the Superintendent for Board of Education appointment.

(b) The interview committee shall be comprised of building administrators, the Assistant Superintendent for instruction, and representatives of the 6-12 content area(s).

(c) Appointment shall be made by the Board of Education upon recommendation of the Superintendent.

(d) Appointments shall be for an initial term of one school year and shall be based upon qualifications, credentials and ability to perform functions of the position.

(e) At the year's end, if either the Specialist or the District decides not to recommit to the appointment, a new selection process will be initiated. If the Specialist in assessment decides to recommit for an additional year, the interview process shall not be mandatory.

(f) The stipend and content areas for each Specialist will be listed in Appendix C of this Agreement.

(g) All Standards and Assessments Specialists shall be entitled to a duty-free period in lieu of a supervisory assignment.

17.09 Teachers Assigned as Team Leaders: Teachers assigned as Team Leaders will receive a stipend according to the schedule in Appendix C.

17.10 Dental Hygienist: The Dental Hygienist will receive a salary equal to 75% of the teacher BA column.

17.11 Proctors: Proctoring of school activities shall be compensated on a per-event basis according to the schedule in Appendix E.

17.12 Home Teaching: Home teaching will be paid at the rate listed in Appendix B, if the District decides to do this program in-house (without going through BOCES).

17.13 Psychologists: Salaries of school psychologists hired on or before August 31, 2002 shall be increased by a percentage 1.20 times the salary on the teachers' salary schedule.

Psychologists hired on or after September 1, 2002, shall be increased to 1.10 times the teachers' salary schedule.

17.14 Longevity Increment:

(a) The District shall pay a longevity increment to a teacher, based on the following provisions. The amount shall be \$2,000, and it shall be paid just once during a teacher's career with the District. The teacher must apply by June 1, prior to the school year the increment is to be awarded. The teacher and the Superintendent shall agree when the increment is to be paid, and the teacher must have completed at least nineteen (19) years of teaching service prior to the school year the increment is to be paid.

(b) **Effective July 1, 2009, the District will make an additional payment of \$1,500, with minimum of nineteen (19) years of completed service, payable in the last year of employment with notification by January 1 or the teacher's final year of employment.**

17.15 Experience Credit:

(a) One (1) year of salary step credit will be granted to persons who have completed one (1) full year of full-time military service or more. Previously granted credit will not be reduced.

(b) Salary step credit for public, private and previous district experience may be granted upon the recommendation of and at the discretion of the Superintendent, if the teacher was certified at the time of that service.

(c) Certificated substitute teachers who apply for a full-time position may be allowed up to three (3) years of service credit upon the recommendation of and at the discretion of the Superintendent. A year of service credit shall be equivalent to one hundred eighty (180) days of substitute service in the District. The District may require substantial or written proof of experience for such substitute teachers service.

17.16 Extra Compensation: Any teacher who is required to work days beyond the established school days of the teacher calendar shall be reimbursed at the rate of 1/200<sup>th</sup> of the teacher's regular salary with the District. This provision may be voluntarily waived by the individual teacher. This provision shall not apply to individuals employed on an eleven (11) month basis and those employed for the summer school program, as well as those employees who are filling positions under "special areas"; such as class advisors, club advisors, coaches and proctors. (Appendix E).

17.17 Pay Periods: Pay periods will be arranged to insure delivery of pay envelopes every second Friday, beginning with the first day of September. Effective July 1, 2005, and thereafter, all new and all present employees shall have the option of receiving either 22 paychecks with their salary equally divided, or 22 paychecks, with the final paycheck consisting of a lump sum roughly equivalent to 4 paychecks, at the teacher's option. Each year, a teacher must affirmatively choose an option for payment by no later than July 1, (or at in-process for new hires) for the following school year, which option cannot be changed until the following July 1, for the following school year. If no option is affirmatively chosen the teacher shall be paid by dividing their annual salary equally over twenty-two (22) pay periods.

17.18 Eligibility for Pay: All probationary and tenured teachers shall be entitled to regular pay for all those days when schools are closed, including holidays and conference days. Illness or short-term leaves with pay which span such days when the schools are closed shall not be a basis for denying the teacher pay for such days. There shall be no loss of sick time benefits for these days, if the teacher has sick leave credits on the day prior to the holiday.

17.19 Tax-Sheltered Annuities: The District shall provide reasonable arrangements, including but not limited to payroll deductions, to allow the staff to take advantage of tax-sheltered annuities.

17.20 Mileage: The District will pay any teacher authorized by his/her supervisor to use his/her personal vehicle for official business at the then current mileage rate authorized by the Internal Revenue Service.

17.21 Staff Development Compensation:

(a) This Article shall be effective as of July 1, 2002 and thereafter.

(b) Professional Development Programs may be offered by the District or through an institution approved by the Superintendent. Participation in such programs shall be voluntary.

(c) Other professional development programs may be suggested by the Association or any of its members. Such programs must have the approval of the Superintendent or his/her designee prior to the program's effective start date to be eligible for any payment under this Article.

(d) Unit members who participate in such programs will be compensated pursuant to the following:

(i) For each clock hour of approved service (AIS) or training a unit member shall be entitled to compensation at the following rates:

A. \$26 per clock hour – 2009/2010

B. \$27 per clock hour – 2010/2011

C. \$28 per clock hour – 2011/2012

(e) All staff development payment requires prior approval from the Superintendent, Assistant Superintendent for Instruction, or the designee of either prior to engaging in the activity.

17.22 Social Workers:

(a) Salary: The Social Worker position shall be paid on the Teacher's Salary Schedule at 1.0 FTE of each step of the relevant schedule, dependent upon degree and years of service.

(b) Days of Work: The Social Worker shall be required to attend to her duties on the days on the teacher's work schedule as may be amended and altered from time to time. If any additional days are determined to be necessary and are authorized by the Social Worker's supervising principal, said additional days will be compensated at the statutory rate of 1/200<sup>th</sup> of her annual salary, in no less than half day increments.

(c) Hours of Work: The hours of work of the Social Worker shall generally be the teacher work hours as scheduled in the building assigned. However, given the nature of the professional duties which the Social Worker may be called upon to perform, it is recognized that the Social Worker may be required to work the hours either before or after the normal start times and end times of the teacher work day. The Social Worker shall be required to professionally account for any hours spent either before or after school, and shall be entitled to corresponding compensatory time with relief from duties, as may be mutually agreed upon by the Social Worker and her supervising principal.

(d) Evaluation and Observation: The professional performance of duties of the Social Worker shall be observed and evaluated by the Social Worker's supervising principal pursuant to annual performance review plan mutually agreed upon by the Social Worker, the supervising principal, and the NWTa.

(e) Other Terms and Conditions: All other terms and conditions of employment shall be governed by the main Collective Bargaining Agreement between the District and the NWTa.

(f) Effective September 1, 2002, the District agrees it will not lay off guidance counselors for the purpose of replacing them with Social Worker positions. This does not preclude the creation of additional Social Worker positions or the replacement of vacant Guidance Counselor positions which become vacant by any means other than lay off (including but not limited to resignation, retirement, voluntary termination or involuntary termination) with Social Worker positions.



## ARTICLE 18

### Coaches

18.01 Salaries: Salaries for coaches (Appendix D) will be based upon a formula composed of the following:

- (a) Time factors:      Length of season  
                                 Number of competitive events  
                                 Equipment (amount and care)

- (b) Point weighing for the time factors as follows:

<u>Length of Season</u>	<u>Points</u>
4 months	5
3 months plus	4
2 months plus	3
1 month plus	2
1 month or less	1

<u>Number of Competitive Events</u>	
18 or more	5
17-12	4
11-8	3
7-4	2
Less than 4	1

<u>Equipment (amount and care)</u>	
Well above average	5
Above average	4
Average	3
Less than average	2
Minimal	1

- (c) Values for Time Points

(1) The salary schedule produced by the formula will be per attached Appendix D.

(2) J.V. and Assistant Coaches will receive 75% of the scheduled points for the sport. Freshman coaches will receive 65% of the scheduled points.

(3) No coach in the same position in the same sport will receive less than was paid during 1982-1983 season, during the life of the contract.

(4) Point values will be assigned by the athletic director by June 1 of the previous year, after consultation with the varsity coaches.

(5) The coaches schedule is open to re-evaluate and/or refine the point system for the second and third year of the contract, within the negotiated amounts.

(6) Method of Payment: Prior to the start of the sports season, each coach shall choose one of the methods of payment below.

(A) Stipend to be divided and distributed equally with regular paychecks during the season with the last payment to occur following the scheduled conclusion of the season.

(B) Stipend to be received in a lump sum in a regular paycheck following the scheduled conclusion of the season.

18.02 Experience Credit:

(a) Within the System: A coach moving from one sport to another or from a J.V. or Assistant to a Varsity position will advance one (1) step up and two (2) steps back; but in no case, however, will the coach receive less than the pay of Step 1.

(b) From Outside the System: Credit for coaching experience outside of the system will be granted at the discretion of the Director of Athletics.

ARTICLE 19

Group Health Insurance

19.01 Orleans-Niagara Group Benefit Plan: For the term of this Agreement, the Orleans-Niagara Group Benefit Plan will be provided to eligible employees fully paid by the District, **subject to the premium contributions of employees as indicated in section 19.02 (c) below.**

19.02 Benefits:

(a) The Orleans-Niagara Group Benefit Plans **are** composed of the following benefit coverages:

**(1) POS (Point of Service) Plan: Effective July 1, 2009, for the term of this agreement, both parties agree to adopt the Orleans-Niagara BOCES Consortium Point of Service Plan (POS) (High-Level) coverage as the District's POS plan. The prescription co-payment structure shall be \$7/\$15/\$35.**

**(2) PPO (Preferred Provider Organization): Effective July 1, 2009, for the term of this agreement, both parties agree to adopt the Orleans-Niagara BOCES Consortium**

High-Level Preferred Provider Organization (PPO) coverage as the District's PPO Plan. The prescription co-payment structure shall be \$7/\$15/\$35.

(3) Traditional Plan 54: Effective July 1, 2009, for the term of this agreement, both parties agree to adopt the Orleans-Niagara BOCES Consortium High-Level Traditional Plan (High Level-Plan 54) coverage as the District's traditional insurance plan. The deductible shall be \$100/\$200 and the prescription co-payment structure shall be \$8/\$15/\$30.

Effective July 1, 2009 through June 30, 2012, the District shall reimburse employees who subscribe to Traditional Plan 54 coverage for any procedure which requires a co-payment which was not required by Traditional Plan 56 (the District's former Traditional Plan coverage up to June 30, 2009) pursuant to the following stipulations:

(a.) Only actual expenses incurred within the time period of 7/1/09 – 6/30/12 shall be reimbursed.

(b.) If an expense is reimbursable under this provision, it shall be so paid and shall not be paid from either a flexible benefits (Section 125) or health reimbursement (HRA Section 105(h)) account. There shall be no reimbursement under this provision of any expense which the employee received payment for under either a flexible benefits (Section 125) plan or a health reimbursement (HRA Section 105 (h)) account, either through a District account or other employee's similar account.

(c.) Employees shall be encouraged to submit the necessary paperwork for reimbursement as soon as possible. All reimbursement paperwork must be submitted within thirty days of the end of the school year in question, or reimbursement is waived.

(d.) This reimbursement does not apply to the prescription co-payments.

(e.) The "out of pocket" limitation of \$500 for a single person and \$1,000 for a two-person or family shall be the maximum limit of any reimbursement.

(f.) This provision for the reimbursement of Traditional Plan 54 co-payments shall expire on June 30, 2012, and shall not be extended by operation of law, specifically Civil Service Law Section 209 (a)(1)(e), otherwise known as the Triborough Amendment. Accordingly, there shall be no reimbursement of any expenses after July 31, 2012 (see "c" above.)

4. If the consortium should make a change in any of the three above forms of coverage, the District will, upon timely demand from the Association, negotiate the impact of the change.

(b) Alternative benefits which are comparable or improved coverages which may reduce or maintain the District's current costs may be substituted for current coverages by

mutual written agreement of the parties. If the above mentioned plan ceases, except by a mutually negotiated agreement between the District and the Union, another plan of equal benefits shall be mutually agreed to by the parties.

(c) The District offers coverages for single person, family coverage (for those individuals with dependent children) and two (2) person family coverages. All employees subscribing to either the Traditional Plan, the Point of Service (POS) Plan, or the Preferred Provider Organization (PPO) Plan shall contribute the following amounts by payroll deduction, effective July 1, 2009:

\$150 annually for Single (subject to pro-ration rules in section 19.13).

\$250 annually for Two-person (subject to pro-ration rules in section 19.13).

\$500 annually for Family (subject to pro-ration rules in section 19.13).

19.03 Health Insurance Committee: The Union and the Superintendent shall each have the right to appoint three (3) members to the Committee, which shall be established to explore ways to contain or reduce health insurance costs. The chairperson of the Committee shall be rotated each month; the first chairperson shall be from among the Union appointees. The Committee will meet at the call of the chairperson and will issue a written report to the District and the Union at least annually in the month of May.

19.04 Opt-Out Waiver and Prohibition of Duplicate Coverage: If both spouses are employed by the District, the District will pay for only one (1) ~~two (2) person or one (1)~~ family plan for them, whichever the appropriate coverage shall be. If the District employee and dependents are covered by another group health insurance plan, those employees who choose not to take advantage of the District's health insurance program by not selecting either a single, two (2) party, or family plan, will be paid an annual waiver payment of \$1,750 for single coverage, \$3,000 for two person coverage, and \$4,500 for family coverage. The employee may re-enter the District's health insurance plan upon thirty (30) days advance written notice to the District. Re-entry shall be subject to a pro-rata rebate of any opt-out payment made to the employee. This opt-out provision shall not apply to the District's group dental plan. Notwithstanding any past practice, no spouse of an employee of the District where one employee is employed within the unit and one employee is employed by the District but not within the unit, shall be eligible for a waiver payment.

19.05 Group Dental Health Plan:

(a) The District's group dental health plan in the H.I.C. Dental Insurance Plan ("Dental III of Blue Shield of Western New York, Inc.) plus Rider "A".

(b) The premiums for eligible employees will be paid by the District.

(c) Effective July 1, 1989, Dental Rider "C" (Periodontal) shall be added to the current plan.

(d) Effective July 1, 1991, Rider "B" (Prosthetics Service) shall be added to the current plan.

(e) Joint Study Committee: The parties agree that the issues of dental coverage and Sick Leave Bank Committee and Procedures be referred to a joint study committee for report by June 30, 2010. The authorization to the Committee is to issue a report, with recommended contract language on both of these issues/proposals, which report will be considered to be a tentative agreement, once signed by the Co-Chairpersons; subject to the ratification of the NWTa Executive Board and the Superintendent, and further subject to ratification of the NWTa unit membership and the Board of Education. The co-chairs of this Joint Study Committee shall be the Superintendent, (or his designee) and the NWTa President (or his designee). The committee must issue a report covering both of these issues by June 30, 2010.

19.06 Point of Service (POS) Option: The District will offer an POS option through the Orleans-Niagara Health Consortium offered by that consortium. This POS option has been jointly selected by the parties. Effective July 1, 2009, should the premium of the POS option be less than that of the health care traditional plan, eligible employees shall receive thirty-three percent (33%) of the difference between the cost of the Traditional Plan and the POS Plan.

19.07 Section 125 Plan:

(a) The District shall establish an Internal Revenue Code Section 125 Plan utilizing a vendor selected by a health insurance committee established under Section 19.03 of this Agreement from among those vendors responding to a request for proposals published by the District's Business Office.

(b) The District shall pay for the start-up fees for the Plan and the monthly administrative fees for all employees that take advantage of this Plan. The District shall be entitled to retain any and all funds unspent in the Plan account at the end of the year.

19.08 Waiver and POS Payments: Bargaining unit members shall receive those sums by payroll check, subject to all payroll deductions, and subject to taxation.

19.09 New Employees – Eligibility for Traditional Plan: Employees hired on or after July 1, 2009 ("new employees") must wait five (5) full school years of employment with the District to choose the Traditional Plan, paid at 100% (minus employee's co-pay) by the District. Any period of long-term sub service during which an employee was eligible for medical insurance benefits shall count toward the five (5) years. New employees with less than five (5) full years of District service who desire Traditional coverage must pay the difference in premium between the total cost of Traditional and the total cost of POS, in addition to the annual premium contribution. New employees shall be ineligible for any

incentive payment for enrolling in the "Point of Service" (POS) insurance program during their first five (5) years of employment.

19.10 Health Re-imbursement (Section 105(h)) Accounts: Health Insurance Reimbursement Accounts (section 105(h) Accounts) shall be established in the following amounts, effective July 1, 2009:

\$100 annually for Single (subject to pro-ration rules in Section 19.13).

\$200 annually for Two Person (subject to pro-ration rules in Section 19.13).

\$300 annually for Family (subject to pro-ration rules in Section 19.13).

19.11 Coordination of Benefits: It is agreed that the Section 125 Plan shall be used first to refund any reimbursable expenses, followed by the Section 105(h) Plan.

19.12 105(h) Rollover: Eligibility for new District 105(h) contributions shall cease upon separation from employment. Any unused funds shall roll over into retirement and may be used for reimbursable expenses until exhausted.

19.13 Pro-ration rules for Premium Contribution and 105(h) Payments: If an employee's status changes in the course of the year for any reason, (including, but not limited to marriage, divorce, birth, death, emancipation or separation from employment) then that employee's contribution level shall be adjusted on the first of the month following the status change event. Employees are obligated to keep the Business Office informed of their current status, and to provide any proof requested in a timely manner.

19.14 Medical Insurance on Return from Unpaid Child-bearing or Child-rearing Leave: When returning to work from a period of unpaid leave, an employee must actually return to work, and resume active paid employment at the start of the fall semester, to be eligible for District payment of medical insurance for the preceding July and August. If said employee does not in fact return to work, at the start of school in the fall, said employee must pay the cost of medical insurance premiums for the preceding July and August. The District agrees to abide by the Family and Medical Leave Act legislation and regulations in applying this provision.

19.15 Benefit Card: "Effective July 1, 2009, or as soon thereafter as possible, the employees in the Association's bargaining unit shall be provided debit cards to be used to make payments for health care services which may be reimbursed by funds from the employee's section 125 account or section 105 (h) account."

## ARTICLE 20

### Severance and Retirement

#### 20.01 Severance Pay:

(a) Eligible District teachers shall receive three (3) days for each ten (10) days of accumulated unused sick leave. Payment shall be based on the teacher's final year's salary. If the days do not fall into multiples of ten (10), they will be prorated.

Example: 86 sick days =  $8.6 \times 3 \times \text{Daily Salary}$

(b) For each of the last two (2) years of employment prior to permanent severance in which a teacher has used five (5) or fewer sick and sick bank days, an additional monetary award of \$2,000 per year will be paid.

20.02 Eligibility: The benefits described in Section 20.01 shall be available upon any permanent severance of employment with the District, including retirement. The teacher must have twenty-two (22) years of service with the District or be fifty-five (55) years of age.

20.03 Early Retirement:

(a) A teacher who satisfies the conditions of Section 20.04 shall be entitled to health insurance continuation benefits pursuant to the schedule in subparagraph (a)(4) below; provided, however, that the School District shall automatically pay a retiring teacher the cash equivalent, as defined below, and pursuant to the schedule in subparagraph (b)(3) below of the teacher's health insurance continuation benefit if the teacher satisfies one of the following three conditions as of the date of early retirement:

(1) The teacher and his/her spouse, if applicable, are covered under an insurance policy or Health Maintenance Organization other than the School District's policy and the teacher reasonably anticipates such coverage to continue for the duration of the above health continuation benefits; or

(2) The teacher has a financial hardship such as significant health expenses, or loss of income due to a prolonged illness, disability or death in the teacher's immediate family; or

(3) The teacher needs the cash equivalent to purchase a new residence or pay for the cost of a college education for the teacher or his dependents.

(4) The payments for continuation of medical insurance shall be as follows:

**\$32,000 effective July 1, 2009 for 2009/2010** and thereafter.

(b) "Cash Equivalent" means the following:

(1) For teachers who are members of NYSTRS Prior to June 17, 1971: a cash longevity payment, pursuant to the schedule in (b)(3) below, payable in installments on or before December 31, in the calendar year requirement occurs.

(2) For Teachers who are members of NYSTRS after June 17, 1971: a cash longevity payment, pursuant to the schedule in (b)(3) below, payable in annual installments on or before December 31, in the calendar year retirement occurs and each calendar year thereafter, equal to the combined annual family insurance premium for health and dental plans.

(3) The District cash equivalent cash payments, in lieu of medical insurance continuation, shall be \$27,000 for 2009-2010 and thereafter.

The District and the Association agree that, notwithstanding the provisions of Section 20.04 of the Collective Negotiations Agreement, for the period of July 1, 2009 through June 30, 2010, a teacher who has already met the minimum service retirement eligibility requirements under NYSTRS will be eligible that year only for participation in the Early Retirement Incentive Program provided pursuant to Section 20.03 of the Collective Negotiations Agreement.

20.04 Eligibility:

(a) Effective with requirements occurring on or after July 1, 1990, the following eligibility requirements will apply. The employee must be fifty-five (55) years of age or older, must have twenty (20) years of teaching service at the District, must actually retire under NYSTRS, and must give written notice to the District of intent to retire by January 1 of the school year when retirement is to occur at the end of that school year. If a teacher plans to retire during a school year, six (6) months notice must be given. The benefits described in Section 20.03 will be granted to teachers who meet the eligibility requirements herein set forth only if a teacher retires by the very first year that such requirements are met, but no later than the first year without penalty that such requirements are met.

(b) In the first year that this benefit becomes effective, any teacher who has already met the minimum regular requirement eligibility requirements under NYSTRS will be eligible that year only for 100% participation in this Early Retirement Incentive Program.

20.05 Death:

(a) If a retiree dies before the full health insurance payments described in Section 20.03 have been made, the balance shall be applied to the retiree's spousal COBRA payments or, if the retiree does not have a spouse, to his estate.

(b) If a retiree dies before the full cash payments described in Section 20.03 have been made, the balance shall be paid to the retiree's estate.

20.06 Medicare: If a retiree receiving health insurance continuation benefits reaches eligibility for Medicare before the incentive benefit has been exhausted, the balance will be applied by the School District to pay the retiree's medical supplemental premium.

ARTICLE 21



## Sabbatical Leave

### 21.01 Policy:

(a) The Sabbatical Leave Program is intended to upgrade the District's educational program by providing assistance and encouragement to qualified professional staff members to improve their teaching or administration skills through a formal educational program beyond the baccalaureate degree.

(b) To realize this objective, qualified members of the professional staff may be granted sabbatical leave, under the conditions outlined below, to increase their professional preparation in a specific teaching or administration area. The leave must be deemed necessary for the best interests of the schools of this District and is not intended as a reward for services already rendered. A sabbatical leave will not be granted for the purpose of engaging in a gainful occupation or for study other than that related to education.

21.02 Eligibility: Any professional member of the District may be considered for sabbatical leave if the employee meets the following conditions:

(a) The applicant must be a staff member who holds a life or permanent teaching certificate and who has rendered outstanding service for seven (7) consecutive years of full-time professional service in the District.

(b) Because application for sabbatical subsidy presumes that the applicant will continue to be a contributing professional staff member after the completion of the leave of absence, plans for retirement may be a controlling factor in deciding whether or not to grant the leave request.

(c) The recipient of a sabbatical leave stipend shall file a written statement with the Clerk of the Board that the employee will remain in the service of the District for period of three (3) academic years after the expiration of the sabbatical leave. A recipient of the sabbatical leave and stipend may be relieved of this obligation by action of the Board.

21.03 Number of Leaves Granted: No more than 1% (rounded down to the nearest whole number) of the permanently certified professional staff of the District may be on sabbatical leave at any one time.

### 21.04 Length of Leave and Stipend:

(a) Sabbatical leaves may be granted for a full academic year at one-half (1/2) the employee's annual salary or one-half year at one-quarter (1/4) the employee's annual salary. Sabbatical leave, once granted, will not be terminated before the date of expiration, except if agreed to by the Board.

(b) Payment of the contractual salary shall be made on the usual payroll dates, with regular deductions paid into the proper accounts in accordance with the regular provisions for

payment of salary and other benefits to teachers. Special arrangements regarding deposit or disposition of checks may be made with the Business Office subject to the prior approval of the Superintendent.

(c) An employee on sabbatical leave shall be entitled to any salary increment or other increase which is authorized by the Board.

(d) The recipient of the sabbatical leave stipend is permitted to receive compensation from sources other than the District. This compensation must be reported to the District, however. If this compensation exceeds the sabbatical leave stipend, the stipend will be reduced by the amount of the excess other compensation. Grants in aid, research fellowships, GI scholarships and income from personal investments will not be considered other compensation which could cause a deduction of the sabbatical leave stipend granted by the Board.

#### 21.05 Applications:

(a) Written formal applications for sabbatical leave during the first semester shall be submitted to the Board through the Superintendent prior to the preceding February 1. Each applicant shall be notified of the acceptance or rejection of the application by March 1.

(b) Written formal applications for sabbatical leave during the second semester shall be submitted to the Board through the Superintendent prior to the preceding September 1. Each applicant shall be notified of the acceptance or rejection of the application by October 1.

(c) Each application must be on a form supplied by the District. It must state the purpose for which leave is requested and how the leave will benefit education in general or the District specifically. The applicant must also state the program of study to be undertaken, the objectives sought, and the methods to be used in attaining those objectives.

(d) All applications for sabbatical leaves shall be referred to the Sabbatical Leave Committee for preliminary review and screening prior to presentation to the Board. At the annual organizational meeting, the President of the Board shall appoint two (2) members of the Board, the Superintendent or his designee, and one Building Principal to the Committee. The President of the Union shall appoint four (4) members of the teaching staff to the Committee; one from the early elementary division, one from the Middle Grades 6-8; one from the senior high Grades 9-12 and one at large. This Committee shall have the duty to review the applications and submit final recommendations to the Board for its approval or other appropriate action.

(e) The Sabbatical Leave Committee shall consider the following factors in its recommendations: the potential benefit to the school system; the relative merits of the reasons for the leave; a reasonable distribution of recipients in teaching or administrative areas; the relative length of service of the applicants in the District. Preference will be given first to applicants who request a leave for the full academic year, and then to those applicants who have not previously been granted a sabbatical leave as employees of the District, and last to those

applicants who desire to undertake programs which lead to advance degrees which require full-time residence.

(f) Approval of an application shall be contingent upon securing a qualified substitute to assume the applicant's duties in the District. Final approval of sabbatical leave requests shall rest with the Board.

21.06 Activities: The following activities shall be considered appropriate for sabbatical leave. All activities for which leave is granted must be planned in consultation with the Superintendent and any changes in those plans must be approved in advance by the Superintendent.

(a) Formal Graduate Study: The recipient of a sabbatical stipend must enroll in an approved institution and shall earn not less than the number of semester college hours required of the average student enrolled in the institution, taking work for an advance degree. The content of courses in order of preference shall be:

- (1) The teacher's own field of work in the District.
- (2) Closely related fields.
- (3) Possible change of professional position in the District.

(b) Writing a Doctoral Thesis: A plan must be submitted which will state the professional objectives to be sought by such leaves and an evaluation of the benefits of such leaves to the District.

(c) Independent Study Undertaken in Conjunction with and Approved by a Recognized College or University: An outline of the proposed project shall be presented in such detail as to indicate the value of the project to the present or future service of the applicant in the teaching profession and specifically to the District.

21.07 Reports to the Superintendent:

(a) An Interim Report: A progress report summarizing the status of the project and with supporting evidence that the leave is being used in a manner consistent with this policy shall be filed for the approval of the Superintendent at the midpoint of the leave.

(b) Final Report: A final report shall be filed with the Superintendent at the completion of the leave and shall contain the following:

- (1) Institution attended.
- (2) Courses taken.
- (3) Credit received: When formal college credit has been granted during the leave, an official transcript should be filed with the final report.
- (4) Experience gained.

(5) Application's evaluation of the benefits achieved or acquired while on leave and how these can be applied to improve the school system.

(6) A report on the program to be carried out in the District following the leave period.

(7) Any other reports that the Chief School Administrator shall deem to be necessary to evaluate the leave.

21.08 Return to Service:

(a) Upon expiration of sabbatical leave, the employee shall be restored to his position or to a position of like nature, service status, and pay, provided that the employee remains eligible for reinstatement under other rules and regulations of the Board.

(b) An employee shall not be considered as having fulfilled the leave requirements until the Superintendent has approved the final report, indicated earlier, which must be filed within thirty (30) days after the employee returns for active duty. In addition, a report of the benefits of the leave as carried out in the District will be requested at the end of the school year after the teacher returned to service. This report, when received by the Superintendent, will be used to inform the board regarding the benefits and value of the sabbatical leave program to the District.

21.09 Failure to Complete Requirements:

(a) In the event that the Board finds the employee is not fulfilling the agreement, or, after a review of the facts with the employee on leave, judges the program to be progressing in an unsatisfactory manner, the entire sum paid by the Board shall become due immediately and all future payments shall cease, and the employee shall have the right to return to work within thirty-five (35) days after the termination of said leave.

(b) In the event the employee completes the program satisfactorily but does not return to the District as agreed upon in writing, he shall repay to the Board within two (2) years, the entire sum received by him from the Board during the leave.

(c) If an employee does not remain in the employ of the District for a period of three (3) years immediately following the end of the sabbatical leave, the employee shall repay to the Board within two (2) years after the end of the sabbatical leave, an amount of money proportional to service not rendered. This will not apply if the employee becomes incapacitated and cannot work or if the Board of Education waives the rule.

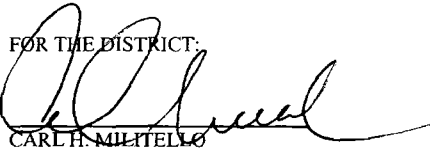
ARTICLE 22

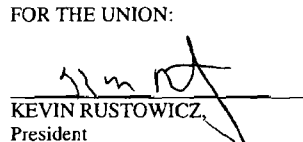
Duration

22.01 Effective Date: This Agreement shall become effective July 1, 2009, unless otherwise


expressed or intended, and shall remain in effect until June 30, 2012. If a new agreement<sup>x</sup> is not in effect by the latter date, the terms of this Agreement shall remain in full force and effect until superceded by a new negotiated agreement, in accordance with PERB Rules, Regulations and Decisions.

22.02 Ratification: This Agreement has been ratified whose undersigned representatives have been duly authorized to execute this Agreement.

FOR THE DISTRICT:  
  
CARL H. MILITELLO  
Superintendent  
Date: 8/20/09

FOR THE UNION:  
  
KEVIN RUSTOWICZ,  
President  
Date: 8/14/09

APPROVED BY BOARD OF EDUCATION:

  
MICHELE HOERNER  
President  
Date: August 20, 2009

STATE OF NEW YORK     )  
COUNTY OF NIAGARA    ) ss.:

On August 20, 2009, before me, the subscriber, personally appeared CARL H. MILITELLO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within Agreement and he acknowledged to me that he executed the same in his authorized capacity as Superintendent of the Niagara Wheatfield Central School District, and that by his signature on the Agreement, the Niagara Wheatfield Central School District, upon behalf of which he acted, executed the instrument.

**Paul Sikora**  
Notary Public, State of New York  
Qualified in Niagara County  
My Commission Expires 10/31/09

  
NOTARY PUBLIC

STATE OF NEW YORK     )  
COUNTY OF NIAGARA    ) ss.:

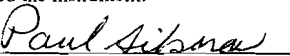
On August 20, 2009, before me, the subscriber, personally appeared MICHELE HOERNER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within Agreement and she acknowledged to me that she executed the same in her authorized capacity as President of the Niagara Wheatfield Central School District Board of Education, and that by her signature on the Agreement, the Niagara Wheatfield Central School District Board of Education, upon behalf of which she acted, executed the instrument.

  
NOTARY PUBLIC

**Paul Sikora**  
Notary Public, State of New York  
Qualified in Niagara County  
My Commission Expires 10/31/09

STATE OF NEW YORK     )  
COUNTY OF NIAGARA    ) ss.:

On August 14, 2009, before me, the subscriber, personally appeared KEVIN RUSTOWICZ, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within Agreement and he acknowledged to me that he executed the same in his authorized capacity as President of the Niagara Wheatfield Teachers Association, and that by his signature on the Agreement, the Niagara Wheatfield Teachers Association, upon behalf of which he acted, executed the instrument.

  
NOTARY PUBLIC

**Paul Sikora**  
Notary Public, State of New York  
Qualified in Niagara County  
My Commission Expires 10/31/09

## APPENDIX A

### Section 3031 - Education Law

This Section requires that a Superintendent give notice to a teacher whose services are recommended to the Board for termination at least thirty (30) days prior to the Board meeting at which such recommendation will be acted upon. The teacher may request, and shall be granted, reasons for this recommendation and shall be permitted to execute the right to file a written response to those reasons.

### Section 3019-A - Education Law

This Section requires school authorities or Board of Education who desire to terminate probationary teachers to give written notice of that action at least thirty (30) days prior to the effective date when service will be terminated.

### Section 3023 - Education Law

This Section makes it the duty of the Board to protect all teachers, including cadet teachers from the financial loss which arises out of a claim of negligence, pertaining to accidental bodily injury to someone, so long as the teacher was acting in discharge of the teacher's duties, within the scope of employment. The Section authorizes School Boards to maintain insurance coverage to provide this protection.

### Section 3028 - Education Law

This Section hold the Board responsible to provide for and pay attorney fees incurred in the defense of a teacher in a civil or criminal action which arises out of disciplinary action taken against any pupil in the District while the teacher was acting in discharge of the teacher's duties, within the scope of the teacher's employment.

**Summer School/After School/Home Teaching Rates**

<u>Item</u>	<u>2008-09</u> Base	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
<u>Summer School - 6 Week Program</u>				
Secondary/Class				
Prov Cert	2118	\$2,160	\$2,187	\$2,215
Perm Cert	2331	\$2,378	\$2,407	\$2,437
<u>Elem/Full AM Sess - 6 Week Program</u>				
Prov Cert	4243	\$4,328	\$4,382	\$4,437
Perm Cert	4658	\$4,751	\$4,811	\$4,871
<u>Summer School - 4 Week Program</u>				
Secondary/Class				
Prov Cert		\$1,440	\$1,458	\$1,476
Perm Cert		\$1,585	\$1,605	\$1,625
<u>Elem/Full AM Sess - 4 Week Program</u>				
Prov Cert		\$2,885	\$2,921	\$2,958
Perm Cert		\$3,167	\$3,207	\$3,247
<u>Summer School - 1 Week Program</u>				
Secondary/Class				
Prov Cert		\$360	\$365	\$369
Perm Cert		\$396	\$401	\$406
<u>Elem/Full AM Sess - 1 Week Program</u>				
Prov Cert		\$721	\$730	\$739
Perm Cert		\$792	\$802	\$812
Hrly Rate for Rec or Music Lessons	40.27	\$41.08	\$41.59	\$42.11
<u>Driver Ed/Classroom</u>				
Instruction	1244	\$1,269	\$1,285	\$1,301
<u>Driver Ed/Hr For</u>				
In-Car Instruction	40.27	\$41.08	\$41.59	\$42.11
<u>Summer School</u>				
Registration/Hr	29.08	\$29.66	\$30.03	\$30.41
<u>Home Teaching</u>				
Hourly Rate	33.56	\$34.23	\$34.66	\$35.09
Percent Increase		2.00%	1.25%	1.25%

Appendix B



<u>Team Leaders</u>	<u>Year</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Base Year	2008-09	\$1,179	\$1,262	\$1,349	\$1,443	\$1,546
	2009-10	\$1,203	\$1,287	\$1,376	\$1,472	\$1,577
	2010-11	\$1,218	\$1,303	\$1,393	\$1,490	\$1,597
	2011-12	\$1,233	\$1,320	\$1,411	\$1,509	\$1,617
	Difference	\$54	\$58	\$62	\$66	\$71
Percent Increase Yr 1	2009-10	2.00%	2.00%	2.00%	2.00%	2.00%
Percent Increase Yr 2&3	2010-12	1.25%	1.25%	1.25%	1.25%	1.25%

**Standards and Assessment Specialists**

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>Difference</u>
Grade 6 - 8 Science	\$3,053	\$3,091	\$3,130	\$137
Grade 9 - 12 Science	\$3,358	\$3,400	\$3,442	\$150
Grade 6 - 8 English/Lang Arts	\$3,053	\$3,091	\$3,130	\$137
Grade 9 - 12 English/Lang Arts	\$3,358	\$3,400	\$3,442	\$150
Grade 6 - 8 Social Studies	\$3,053	\$3,091	\$3,130	\$137
Grade 9 - 12 Social Studies	\$3,358	\$3,400	\$3,442	\$150
Grade 6 - 8 Math	\$3,053	\$3,091	\$3,130	\$137
Grade 9 - 12 Math	\$3,358	\$3,400	\$3,442	\$150
Grade 6 - 12 Foreign Language	\$3,358	\$3,400	\$3,442	\$150
Grade 6 - 8 School Counselor	\$3,053	\$3,091	\$3,130	\$137
Grade 9 - 12 School Counselor	\$3,358	\$3,400	\$3,442	\$150
Grade 6 - 12 PE/Health/Consumer Science	\$3,358	\$3,400	\$3,442	\$150
Grade 6 - 8 Special Education	\$3,053	\$3,091	\$3,130	\$137
Grade 9 - 12 Special Education	\$3,358	\$3,400	\$3,442	\$150
Grade 6 - 8 Occup Education	\$3,053	\$3,091	\$3,130	\$137
Grade 6 - 12 Fine Arts	\$3,358	\$3,400	\$3,442	\$150
Percent Increase	2.00%	1.25%	1.25%	
Appendix C - 1				<b>\$2,309</b>

## **APPENDIX C-2**

### **MUSIC STIPEND**

(a) Any music teacher required to participate in the below listed events which take place after school, will be compensated at the following rates: \$20 per hour up to a maximum of \$100 per day.

The following work after the regular school day will be compensated pursuant to this stipend:

- (i) Jr. High/Sr. High School Area All-State Music Festivals;
- (ii) NYSSMA All-State Music Festival Jr./Sr. High;
- (iii) All-County Vocal Auditions - all levels;
- (iv) All-County Instrumental Auditions - all levels;
- (v) All-County Music Festivals;
- (vi) NYSSMA Band Competition Jr./Sr. High;
- (vii) NYSSMA Choral Competition Jr./Sr. High;
- (viii) Jazz Festivals;
- (ix) NYSSMA Solo Festival;
- (xi) Music All-State in Albany.

(b) Each music teacher who directs a performing group will be paid for only two (2) of the current number of after-school concerts per year at the rate of \$50 for each concert.

(c) No music teacher will be paid under the above provisions for any activity otherwise compensated under the terms of this Agreement.

**INTERSCHOLASTIC SPORTS SALARY SCHEDULES**

2009-2010

	<u>SPORTS</u>	<u>LEVEL</u>	<u>POINTS</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
I.	FOOTBALL	Varsity	12	\$2,965	\$3,502	\$4,037	\$4,573	\$5,111	\$5,645	\$6,184
	BOYS BASKETBALL	JR Varsity	9	\$2,225	\$2,624	\$3,026	\$3,430	\$3,834	\$4,233	\$4,636
	GIRLS BASKETBALL	FRESHMAN or	8	\$1,978	\$2,335	\$2,691	\$3,049	\$3,408	\$3,764	\$4,122
	BOYS SWIMMING	MODIFIED								
	BOYS BASEBALL									
	GIRLS SOFTBALL									
	WRESTLING									
II.	BOY & GIRL SOCCER	Varsity	11	\$2,717	\$3,211	\$3,702	\$4,190	\$4,685	\$5,177	\$5,669
	BOY & GIRL TRACK	JR Varsity	8.75	\$2,161	\$2,552	\$2,946	\$3,334	\$3,727	\$4,118	\$4,508
	BOY & GIRL LACROSSE	FRESHMAN or	7.15	\$1,767	\$2,086	\$2,404	\$2,725	\$3,047	\$3,364	\$3,684
	WINTER CHEERLEADING	MODIFIED								
	GIRLS SWIMMING									
III.	GIRLS VOLLEYBALL	Varsity	10	\$2,471	\$2,917	\$3,365	\$3,813	\$4,261	\$4,705	\$5,152
	BOYS VOLLEYBALL	JR Varsity	7.5	\$1,853	\$2,189	\$2,523	\$2,858	\$3,195	\$3,529	\$3,866
	BOY & GIRL BOWLING									
	VOLLEYBALL	MODIFIED	6.5	\$1,608	\$1,896	\$2,188	\$2,478	\$2,769	\$3,057	\$3,349
IV.	FALL CHEERLEADING	Varsity	9	\$2,225	\$2,624	\$3,026	\$3,430	\$3,834	\$4,233	\$4,636
	BOYS TENNIS	JR Varsity	6.75	\$1,668	\$1,969	\$2,271	\$2,571	\$2,874	\$3,176	\$3,478
	GIRLS TENNIS	FRESHMAN or	5.85	\$1,444	\$1,709	\$1,968	\$2,230	\$2,491	\$2,753	\$3,014
		MODIFIED								
V.	GYMNASTICS	Varsity	8	\$1,978	\$2,335	\$2,691	\$3,049	\$3,408	\$3,764	\$4,122
		JR Varsity	6	\$1,483	\$1,750	\$2,019	\$2,287	\$2,556	\$2,822	\$3,092
VI.	CROSS COUNTRY	Varsity	7	\$1,731	\$2,042	\$2,356	\$2,667	\$2,982	\$3,293	\$3,608
VII.	GOLF	Varsity	6	\$1,483	\$1,750	\$2,019	\$2,287	\$2,556	\$2,822	\$3,092
VIII.	HOCKEY	Varsity	12	\$2,965	\$3,502	\$4,037	\$4,573	\$5,111	\$5,645	\$6,184
		Asst. Coach	9	\$2,225	\$2,624	\$3,026	\$3,430	\$3,834	\$4,233	\$4,636
	Raise Percentage		2.00%							

**INTERSCHOLASTIC SPORTS SALARY SCHEDULES**

2010-2011

	<u>SPORTS</u>	<u>LEVEL</u>	<u>POINTS</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
I.	FOOTBALL	Varsity	12	\$3,002	\$3,545	\$4,088	\$4,630	\$5,175	\$5,715	\$6,262
	BOYS BASKETBALL	JR Varsity	9	\$2,252	\$2,657	\$3,064	\$3,473	\$3,882	\$4,286	\$4,694
	GIRLS BASKETBALL	FRESHMAN or	8	\$2,003	\$2,364	\$2,724	\$3,087	\$3,450	\$3,811	\$4,173
	BOYS SWIMMING	MODIFIED								
	BOYS BASEBALL									
	GIRLS SOFTBALL									
	WRESTLING									
II.	BOY & GIRL SOCCER	Varsity	11	\$2,751	\$3,251	\$3,748	\$4,243	\$4,743	\$5,241	\$5,740
	BOY & GIRL TRACK	JR Varsity	8.75	\$2,188	\$2,584	\$2,983	\$3,376	\$3,774	\$4,169	\$4,565
	BOY & GIRL LACROSSE	FRESHMAN or	7.15	\$1,789	\$2,112	\$2,434	\$2,760	\$3,085	\$3,406	\$3,730
	WINTER CHEERLEADING	MODIFIED								
	GIRLS SWIMMING									
III.	GIRLS VOLLEYBALL	Varsity	10	\$2,502	\$2,954	\$3,407	\$3,860	\$4,314	\$4,764	\$5,216
	BOYS VOLLEYBALL	JR Varsity	7.5	\$1,877	\$2,216	\$2,555	\$2,894	\$3,235	\$3,573	\$3,914
	BOY & GIRL BOWLING									
	VOLLEYBALL	MODIFIED	6.5	\$1,628	\$1,920	\$2,215	\$2,509	\$2,804	\$3,095	\$3,391
IV.	FALL CHEERLEADING	Varsity	9	\$2,252	\$2,657	\$3,064	\$3,473	\$3,882	\$4,286	\$4,694
	BOYS TENNIS	JR Varsity	6.75	\$1,689	\$1,993	\$2,299	\$2,604	\$2,910	\$3,216	\$3,522
	GIRLS TENNIS	FRESHMAN or	5.85	\$1,462	\$1,730	\$1,992	\$2,258	\$2,522	\$2,787	\$3,052
		MODIFIED								
V.	GYMNASTICS	Varsity	8	\$2,003	\$2,364	\$2,724	\$3,087	\$3,450	\$3,811	\$4,173
		JR Varsity	6	\$1,502	\$1,772	\$2,044	\$2,315	\$2,588	\$2,858	\$3,130
VI.	CROSS COUNTRY	Varsity	7	\$1,753	\$2,068	\$2,386	\$2,701	\$3,020	\$3,334	\$3,653
VII.	GOLF	Varsity	6	\$1,502	\$1,772	\$2,044	\$2,315	\$2,588	\$2,858	\$3,130
VIII.	HOCKEY	Varsity	12	\$3,002	\$3,545	\$4,088	\$4,630	\$5,175	\$5,715	\$6,262
		Asst. Coach	9	\$2,252	\$2,657	\$3,064	\$3,473	\$3,882	\$4,286	\$4,694
	Raise Percentage		1.25%							

**INTERSCHOLASTIC SPORTS SALARY SCHEDULES**

2011-2012

	<u>SPORTS</u>	<u>LEVEL</u>	<u>POINTS</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
I.	FOOTBALL	VARSITY	12	\$3,040	\$3,590	\$4,139	\$4,688	\$5,240	\$5,787	\$6,340
	BOYS BASKETBALL	JR VARSITY	9	\$2,281	\$2,690	\$3,102	\$3,517	\$3,931	\$4,339	\$4,753
	GIRLS BASKETBALL	FRESHMAN or	8	\$2,028	\$2,394	\$2,758	\$3,125	\$3,494	\$3,858	\$4,226
	BOYS SWIMMING	MODIFIED								
	BOYS BASEBALL									
	GIRLS SOFTBALL									
	WRESTLING									
II.	BOY & GIRL SOCCER	VARSITY	11	\$2,786	\$3,292	\$3,795	\$4,296	\$4,803	\$5,307	\$5,812
	BOY & GIRL TRACK	JR VARSITY	8.75	\$2,216	\$2,616	\$3,020	\$3,418	\$3,821	\$4,221	\$4,622
	BOY & GIRL LACROSSE	FRESHMAN or	7.15	\$1,811	\$2,138	\$2,465	\$2,794	\$3,123	\$3,449	\$3,777
	WINTER CHEERLEADING	MODIFIED								
	GIRLS SWIMMING									
III.	GIRLS VOLLEYBALL	VARSITY	10	\$2,534	\$2,991	\$3,450	\$3,909	\$4,368	\$4,824	\$5,282
	BOYS VOLLEYBALL	JR VARSITY	7.5	\$1,900	\$2,244	\$2,587	\$2,930	\$3,275	\$3,618	\$3,963
	BOY & GIRL BOWLING									
	VOLLEYBALL	MODIFIED	6.5	\$1,648	\$1,944	\$2,243	\$2,540	\$2,839	\$3,134	\$3,433
IV.	FALL CHEERLEADING	VARSITY	9	\$2,281	\$2,690	\$3,102	\$3,517	\$3,931	\$4,339	\$4,753
	BOYS TENNIS	JR VARSITY	6.75	\$1,710	\$2,018	\$2,328	\$2,636	\$2,947	\$3,256	\$3,566
	GIRLS TENNIS	FRESHMAN or	5.85	\$1,481	\$1,751	\$2,017	\$2,286	\$2,554	\$2,822	\$3,090
		MODIFIED								
V.	GYMNASTICS	VARSITY	8	\$2,028	\$2,394	\$2,758	\$3,125	\$3,494	\$3,858	\$4,226
		JR VARSITY	6	\$1,520	\$1,794	\$2,069	\$2,344	\$2,620	\$2,893	\$3,169
VI.	CROSS COUNTRY	VARSITY	7	\$1,774	\$2,093	\$2,415	\$2,734	\$3,058	\$3,375	\$3,698
VII.	GOLF	VARSITY	6	\$1,520	\$1,794	\$2,069	\$2,344	\$2,620	\$2,893	\$3,169
VIII.	HOCKEY	VARSITY	12	\$3,040	\$3,590	\$4,139	\$4,688	\$5,240	\$5,787	\$6,340
		Asst. Coach	9	\$2,281	\$2,690	\$3,102	\$3,517	\$3,931	\$4,339	\$4,753
	Raise Percentage		1.25%							

**EXTRA-CURRICULAR POSITIONS**

2008-09    2009-10    2010-11    2011-12  
Base

**SHS Plays**

SHS Play Festival Coordinator (1)	\$1,024	\$1,044	\$1,058	\$1,071
Play Festival Sr. Director/Coordinator (1)	\$503	\$513	\$519	\$526
Play Festival Jr. Director/Coordinator (1)	\$503	\$513	\$519	\$526
Play Festival Sophomore Director/Coordinator (1)	\$503	\$513	\$519	\$526
Play Festival Freshman Director/Coordinator (1)	\$503	\$513	\$519	\$526
Spring Play - Director & Assistant (1)	\$2,820	\$2,876	\$2,912	\$2,949

**SHS Musical**

Dramatics Director (1)	\$2,200	\$2,244	\$2,272	\$2,300
Music Director/Producer (1)	\$2,200	\$2,244	\$2,272	\$2,300
Choreographer (1)	\$600	\$612	\$620	\$627
Pit Orchestra Director (1)	\$1,200	\$1,224	\$1,239	\$1,255

**SHS Bands:**

SHS Jazz Band Ensemble (1)	\$1,627	\$1,660	\$1,680	\$1,701
SHS Pep Band Director (1)	\$820	\$836	\$847	\$857

**SHS Clubs:**

Art Club (1)	\$434	\$443	\$448	\$454
Book Club (1)	\$606	\$618	\$626	\$634
Business Marketing Honor Society Club (1)	\$518	\$528	\$535	\$542
Character Council Club Advisor	\$657	\$670	\$679	\$687
French Club (1)	\$434	\$443	\$448	\$454
Gay/Straight Alliance Club (1)	\$518	\$528	\$535	\$542
Latin Club (1)	\$434	\$443	\$448	\$454
Math Club (1)	\$434	\$443	\$448	\$454
Model UN Club (1)	\$606	\$618	\$626	\$634
National Honor Society (1)	\$518	\$528	\$535	\$542
Native American Club (1)	\$434	\$443	\$448	\$454
Newspaper/Webpage advisor (1)	\$2,030	\$2,071	\$2,096	\$2,123
Odyssey of the Mind - Per Team (2)	\$738	\$753	\$762	\$772
Outdoor/Environmental Club (1)	\$606	\$618	\$626	\$634
Pavas (1)	\$779	\$795	\$805	\$815
Peer Educators Club (1)	\$397	\$405	\$410	\$415
Pep Club (1)	\$779	\$795	\$805	\$815
Scholastic Bowl (1)	\$1,024	\$1,044	\$1,058	\$1,071
Science Club (1)	\$434	\$443	\$448	\$454
Ski Club (1)	\$779	\$795	\$805	\$815
Spanish Club (1)	\$434	\$443	\$448	\$454
Stage Manager (1)	\$1,522	\$1,552	\$1,572	\$1,591
<b>New High Level Club</b>	<b>\$1,525</b>	<b>\$1,556</b>	<b>\$1,587</b>	<b>\$1,618</b>
<b>New Low Level Club</b>	<b>\$434</b>	<b>\$443</b>	<b>\$452</b>	<b>\$461</b>

**SHS Yearbook:**

Yearbook Co-Advisor (2)	\$3,000	\$3,060	\$3,098	\$3,137
Yearbook Editor (1)	\$750	\$765	\$775	\$784
Yearbook Business Manager (1)	\$660	\$673	\$682	\$690

**SHS Advisors:**

Student Council Advisor (1)	\$2,030	\$2,071	\$2,096	\$2,123
Student Council Co-Advisor (2)	\$660	\$673	\$682	\$690

**EXTRA-CURRICULAR POSITIONS**

2008-09      2009-10      2010-11      2011-12

	Base			
Senior Class Advisor (1)	\$2,030	\$2,071	\$2,096	\$2,123
Junior Class Advisor (1)	\$1,409	\$1,437	\$1,455	\$1,473
Sophomore Class Advisor (1)	\$836	\$853	\$863	\$874
Freshman Class Advisor (1)	\$836	\$853	\$863	\$874
Lighting/Sound Supervisor (1) - AV	\$300	\$306	\$310	\$314
Freshman/Mentor Program (1)	\$836	\$853	\$863	\$874
<b>New High Level</b>	<b>\$1,823</b>	<b>\$1,859</b>	<b>\$1,897</b>	<b>\$1,935</b>
<b>New Low Level</b>	<b>\$694</b>	<b>\$708</b>	<b>\$722</b>	<b>\$736</b>

**SHS Financial Record Positions:**

SHS Extra Curricular Treasurer (1)	\$1,522	\$1,552	\$1,572	\$1,591
SHS Extra Curricular Comptroller (1)	\$1,522	\$1,552	\$1,572	\$1,591
SHS Extra Curricular Auditor (1)	\$780	\$796	\$806	\$816

**Sport Events:**

Spectator event Supervisor/Proctor	\$41.49	\$42.32	\$42.85	\$43.38
Single game ticket seller	\$41.49	\$42.32	\$42.85	\$43.38
Volleyball Scorer	\$41.49	\$42.32	\$42.85	\$43.38
Single game timer	\$47.64	\$48.59	\$49.20	\$49.82
Double game ticket seller	\$47.64	\$48.59	\$49.20	\$49.82
Varsity Basketball & Football Statistician	\$47.64	\$48.59	\$49.20	\$49.82
Varsity Football Announcer	\$47.64	\$48.59	\$49.20	\$49.82
Sporting Event Security	\$47.64	\$48.59	\$49.20	\$49.82
Double Game Timer	\$61.47	\$62.70	\$63.48	\$64.28
Secondary Intermurals	\$19.46	\$19.85	\$20.10	\$20.35
Sports Athlete Supervisor (hourly rate)	\$25.00	\$25.50	\$25.82	\$26.14
<b>New Single Game</b>	<b>\$41.49</b>	<b>\$42.32</b>	<b>\$43.17</b>	<b>\$44.03</b>
<b>New Double Game</b>	<b>\$47.64</b>	<b>\$48.59</b>	<b>\$49.56</b>	<b>\$50.56</b>

**Misc:**

Dance Proctor (per hour)	\$18.42	\$18.79	\$19.02	\$19.26
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**ETMS Musicals:**

Musical Producer	\$800	\$816	\$826	\$837
Musical Director	\$1,974	\$2,013	\$2,039	\$2,064
Musical Set Designer	\$1,000	\$1,020	\$1,033	\$1,046
Musical Dramatics Director	\$1,974	\$2,013	\$2,039	\$2,064

**ETMS Bands:**

ETMS Jazz Band Ensemble (1)	\$1,727	\$1,762	\$1,784	\$1,806
ETMS Swing Choir Director (1)	\$1,727	\$1,762	\$1,784	\$1,806

**ETMS Clubs:**

8th Grade Advisor (1)	\$836	\$853	\$863	\$874
Art Club (1)	\$434	\$443	\$448	\$454
Extra-Curricular Accounts/Controller	\$1,552	\$1,583	\$1,603	\$1,623
French Club (1)	\$434	\$443	\$448	\$454
Guitar Club (1)	\$434	\$443	\$448	\$454
Honors Club (1)	\$434	\$443	\$448	\$454
Native American Club (1)	\$434	\$443	\$448	\$454
Newspaper Club (1)	\$2,030	\$2,071	\$2,096	\$2,123
Odyssey of the Mind (1)	\$738	\$753	\$762	\$772
Outdoor/Environmental Club (1)	\$606	\$618	\$626	\$634

**EXTRA-CURRICULAR POSITIONS****2008-09****2009-10****2010-11****2011-12**

	<b>Base</b>			
Radio Club (1)	\$1,000	\$1,020	\$1,033	\$1,046
Spanish Club (1)	\$434	\$443	\$448	\$454
Spirit Club (1)	\$779	\$795	\$805	\$815
Student Council (2)	\$2,030	\$2,071	\$2,096	\$2,123
Yearbook (1)	\$2,820	\$2,876	\$2,912	\$2,949
<b>New High Level Club</b>	<b>\$1,886</b>	<b>\$1,924</b>	<b>\$1,962</b>	<b>\$2,001</b>
<b>New Low Level Club</b>	<b>\$434</b>	<b>\$443</b>	<b>\$452</b>	<b>\$461</b>

**Sport Events:**

Spectator event Supervisor/Proctor	\$41.49	\$42.32	\$42.85	\$43.38
Single game ticket seller	\$41.49	\$42.32	\$42.85	\$43.38
Volleyball Scorer	\$41.49	\$42.32	\$42.85	\$43.38
Single game timer	\$47.64	\$48.59	\$49.20	\$49.82
Double game ticket seller	\$47.64	\$48.59	\$49.20	\$49.82
Varsity Basketball & Football Statistician	\$47.64	\$48.59	\$49.20	\$49.82
Varsity Football Announcer	\$47.64	\$48.59	\$49.20	\$49.82
Sporting Event Security	\$47.64	\$48.59	\$49.20	\$49.82
Double Game Timer	\$61.47	\$62.70	\$63.48	\$64.28
Secondary Internurals	\$19.46	\$19.85	\$20.10	\$20.35
Sports Athlete Supervisor/Monitor (hourly rate)	\$20.00	\$20.40	\$20.66	\$20.91
<b>New High Level</b>	<b>\$48.59</b>	<b>\$49.56</b>	<b>\$50.55</b>	<b>\$51.56</b>
<b>New Low Level</b>	<b>\$42.32</b>	<b>\$43.17</b>	<b>\$44.03</b>	<b>\$44.91</b>

**Misc:**

Dance Proctor (per hour)	\$18.42	\$18.79	\$19.02	\$19.26
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**ERRICK ROAD CLUBS****MUSICALS**

DRAMA DIRECTOR (1)	\$1,109	\$1,131	\$1,145	\$1,160
MUSIC DIRECTOR (1)	\$1,109	\$1,131	\$1,145	\$1,160
COMPUTER CLUB PER HOUR	\$40.62	\$41.44	\$41.95	\$42.48
STUDENT COUNCIL ADVISOR (1)	\$738	\$752	\$762	\$771
INTRAMURALS SPORTS ADVISOR PER HOUR	\$19.46	\$19.85	\$20.10	\$20.35

**COLONIAL VILLAGE CLUBS**

ART CLUB (1)	\$426	\$434	\$439	\$445
CHESS CLUB FALL ADVISOR (2)	\$426	\$434	\$439	\$445
CHESS CLUB SPRING ADVISOR (2)	\$426	\$434	\$439	\$445
DRAMA CLUB (A) AND (B)	\$426	\$434	\$439	\$445
INTRAMURALS SPORTS ADVISOR PER HOUR	\$19.46	\$19.85	\$20.10	\$20.35
READING CLUB "A" PER HR (15 HRS)	\$18.42	\$18.79	\$19.02	\$19.26
READING CLUB "B" PER HR (15 HRS)	\$18.42	\$18.79	\$19.02	\$19.26
SCRABBLE CLUB ADVISOR	\$426	\$434	\$439	\$445
SIGN LANGUAGE CLUB	\$426	\$434	\$439	\$445
SPANISH CLUB (1)	\$426	\$434	\$439	\$445
<b>NEW CLUB</b>	<b>\$426</b>	<b>\$434</b>	<b>\$439</b>	<b>\$445</b>



EXTRA-CURRICULAR POSITIONS

2008-09      2009-10      2010-11      2011-12  
Base

WEST STREET CLUBS

ART CLUB (1)	\$434	\$443	\$448	\$454
MATH CLUB (1)	\$434	\$443	\$448	\$454
POST OFFICE CLUB (1)	\$434	\$443	\$448	\$454
RESEARCH AND TECHNOLOGY CLUB (1)	\$434	\$443	\$448	\$454
SCIENCE CLUB (1)	\$434	\$443	\$448	\$454
WRITING CLUB (1)	\$434	\$443	\$448	\$454
INTRAMUR SPORTS ADV PER HR (15HRS) (2)	\$19.46	\$19.85	\$20.10	\$20.35
<b>NEW CLUB</b>	<b>\$426.00</b>	<b>\$443</b>	<b>\$448</b>	<b>\$454</b>

TUSCARORA CLUBS

ADULT LANGUAGE CLUB	\$523	\$533	\$540	\$547
ADVANCED TUSCARORA LANGUAGE (1)	\$523	\$534	\$540	\$547
ART CLUB	\$426	\$434	\$439	\$445
BEGINNER LANGUAGE CLUB (1)	\$523	\$533	\$540	\$547
CAREER CLUB	\$434	\$443	\$448	\$454
CLUB SKARURE/SOCIAL SINGING (TUSC LANG) (1)	\$434	\$443	\$448	\$454
COMPUTER CLUB PER HOUR	\$41.04	\$41.86	\$42.38	\$42.91
IN-TOUCH SCIENCE (1)	\$432	\$441	\$446	\$452
INTRAMURALS SPORTS ADVISOR PER HOUR	\$19.46	\$19.85	\$20.10	\$20.35
NATIVE AMERICAN CLUB (1)	\$434	\$443	\$448	\$454
STUDENT ACHIEVEMENT QUEST (1)	\$1,024	\$1,045	\$1,058	\$1,071
STUDENT COUNCIL (K-KIDS) (1)	\$738	\$752	\$762	\$771
TUSCARORA DANCERS PER HOUR	\$19.46	\$19.85	\$20.10	\$20.35
TUSCARORA DRAMA CLUB (1)	\$763	\$778	\$788	\$798

BEADWORK PER HOUR

BEGINNING	\$19.46	\$19.85	\$20.10	\$20.35
ADVANCED	\$26.00	\$26.52	\$26.85	\$27.19
<b>NEW CLUB</b>	<b>\$434</b>	<b>\$443</b>	<b>\$448</b>	<b>\$454</b>

Percent Increase

2.00%

1.25%

1.25%

\*All club stipends are for one position unless otherwise noted. If more than one advisor is appointed to the same position, then the stipend is prorated according to the number of appointed co-advisors.

Appendix E

Year 1

**2009-2010 TEACHER SALARY SCHEDULES**

Schedule/ Step	4.00 BA	5.00 BA + 30	Schedule/ Step	2.00 MA	6.00 BA + 60	3.00 MA + 30	Schedule/ Step
1.00	40174	42025	1.00	43414	43923	45125	1.00
2.00	41932	43864	2.00	45312	45846	47100	2.00
3.00	42554	44515	3.00	45984	46526	47799	3.00
4.00	43006	44985	4.00	46473	47020	48303	4.00
5.00	43387	45383	5.00	46886	47434	48733	5.00
6.00	44969	47053	6.00	48568	49126	50429	6.00
7.00	46318	48450	7.00	50052	50641	52022	7.00
8.00	49071	51311	8.00	53009	53671	55083	8.00
9.00	50612	52904	9.00	54656	55375	56786	9.00
10.00	52270	54621	10.00	56434	57209	58623	10.00
11.00	53550	55944	11.00	57801	58628	60033	11.00
12.00	55430	57883	12.00	59799	60687	62089	12.00
13.00	57038	59534	13.00	61502	62443	63840	13.00
14.00	58907	61467	14.00	63492	64490	65886	14.00
15.00	61073	63701	15.00	65791	66855	68256	15.00
16.00	63551	66266	16.00	68435	69566	70980	16.00
17.00	69492	72421	17.00	74774	76032	77529	17.00
18.00	71128	74091	18.00	76483	77794	79269	18.00
19.00	73021	76025	19.00	78465	79829	81298	19.00
20.00	78563	81355	20.00	83708	85156	86398	20.00

Year 2

**2010-2011 TEACHER SALARY SCHEDULES**

Schedule/ Step	4.00 BA	5.00 BA + 30	Schedule/ Step	2.00 MA	6.00 BA + 60	3.00 MA + 30	Schedule/ Step
1.00	40789	42668	1.00	44078	44595	45816	1.00
2.00	42573	44535	2.00	46006	46547	47821	2.00
3.00	43205	45196	3.00	46687	47238	48531	3.00
4.00	43664	45673	4.00	47184	47739	49042	4.00
5.00	44051	46078	5.00	47603	48159	49479	5.00
6.00	45658	47773	6.00	49312	49877	51201	6.00
7.00	47027	49191	7.00	50818	51416	52818	7.00
8.00	49822	52096	8.00	53820	54492	55925	8.00
9.00	51386	53713	9.00	55493	56222	57655	9.00
10.00	53070	55457	10.00	57297	58084	59520	10.00
11.00	54370	56800	11.00	58686	59525	60951	11.00
12.00	56278	58768	12.00	60714	61615	63039	12.00
13.00	57911	60445	13.00	62443	63399	64817	13.00
14.00	59809	62408	14.00	64463	65476	66894	14.00
15.00	62007	64675	15.00	66798	67878	69301	15.00
16.00	64524	67280	16.00	69482	70631	72066	16.00
17.00	70555	73529	17.00	75918	77195	78716	17.00
18.00	72217	75225	18.00	77653	78984	80481	18.00
19.00	74138	77188	19.00	79666	81050	82542	19.00
20.00	79765	82600	20.00	84989	86459	87720	20.00

Year 3

**2011-2012 TEACHER SALARY SCHEDULES**

Schedule/ Step	4 BA	5 BA + 30	Schedule/ Step	2 MA	6 BA + 60	3 MA + 30	Schedule/ Step
1.00	41299	43201	1.00	44629	45153	46389	1.00
2.00	43105	45091	2.00	46581	47129	48418	2.00
3.00	43745	45761	3.00	47271	47829	49137	3.00
4.00	44210	46244	4.00	47774	48336	49655	4.00
5.00	44601	46654	5.00	48198	48761	50097	5.00
6.00	46228	48370	6.00	49928	50501	51841	6.00
7.00	47615	49806	7.00	51453	52059	53478	7.00
8.00	50445	52747	8.00	54493	55173	56625	8.00
9.00	52028	54385	9.00	56186	56925	58375	9.00
10.00	53734	56150	10.00	58013	58811	60264	10.00
11.00	55049	57510	11.00	59419	60269	61713	11.00
12.00	56981	59503	12.00	61473	62385	63827	12.00
13.00	58635	61201	13.00	63224	64191	65627	13.00
14.00	60556	63188	14.00	65269	66295	67730	14.00
15.00	62782	65484	15.00	67633	68726	70167	15.00
16.00	65330	68121	16.00	70350	71513	72967	16.00
17.00	71437	74448	17.00	76867	78160	79700	17.00
18.00	73119	76165	18.00	78624	79972	81487	18.00
19.00	75065	78153	19.00	80662	82063	83574	19.00
20.00	80762	83632	20.00	86051	87539	88816	20.00

Year 1

**2009-2010 COUNSELOR SALARY SCHEDULES**

Schedule/ Step	4 BA	5 BA + 30	Schedule/ Step	2 MA	6 BA + 60	3 MA + 30	Schedule/ Step
1.00	44192	46227	1.00	47754	48316	49638	1.00
2.00	46126	48250	2.00	49844	50431	51810	2.00
3.00	46809	48966	3.00	50583	51180	52580	3.00
4.00	47307	49483	4.00	51120	51722	53132	4.00
5.00	47726	49922	5.00	51574	52177	53606	5.00
6.00	49466	51758	6.00	53427	54243	55472	6.00
7.00	50950	53294	7.00	55058	55705	57224	7.00
8.00	53979	56442	8.00	58310	59037	60592	8.00
9.00	55673	58194	9.00	60121	60913	62464	9.00
10.00	57498	60084	10.00	62078	62930	64485	10.00
11.00	58906	61538	11.00	63581	64491	66036	11.00
12.00	60973	63672	12.00	65778	66755	68297	12.00
13.00	62741	65488	13.00	67652	68688	70222	13.00
14.00	64799	67614	14.00	69841	70938	72475	14.00
15.00	67180	70070	15.00	72371	73540	75082	15.00
16.00	69907	72892	16.00	75279	76522	78077	16.00
17.00	76442	79662	17.00	82253	83636	85282	17.00
18.00	78241	81500	18.00	84131	85573	87197	18.00
19.00	80323	83627	19.00	86311	87811	89428	19.00
20.00	86433	89505	20.00	92092	93687	95052	20.00

Year 2

**2010-2011 COUNSELOR SALARY SCHEDULES**

Schedule/ Step	4 BA	5 BA + 30	Schedule/ Step	2 MA	6 BA + 60	3 MA + 30	Schedule/ Step
1.00	44868	46934	1.00	48485	49055	50397	1.00
2.00	46832	48988	2.00	50607	51202	52603	2.00
3.00	47525	49716	3.00	51357	51963	53385	3.00
4.00	48030	50240	4.00	51902	52513	53945	4.00
5.00	48456	50686	5.00	52363	52976	54426	5.00
6.00	50223	52550	6.00	54244	55073	56321	6.00
7.00	51730	54110	7.00	55901	56557	58100	7.00
8.00	54805	57306	8.00	59202	59941	61519	8.00
9.00	56525	59084	9.00	61041	61845	63420	9.00
10.00	58378	61003	10.00	63027	63893	65472	10.00
11.00	59808	62480	11.00	64554	65478	67046	11.00
12.00	61906	64646	12.00	66785	67776	69342	12.00
13.00	63701	66490	13.00	68687	69739	71297	13.00
14.00	65790	68649	14.00	70910	72023	73584	14.00
15.00	68208	71142	15.00	73478	74665	76231	15.00
16.00	70976	74007	16.00	76431	77693	79272	16.00
17.00	77612	80881	17.00	83511	84915	86587	17.00
18.00	79438	82747	18.00	85418	86883	88531	18.00
19.00	81551	84906	19.00	87632	89155	90796	19.00
20.00	87756	90874	20.00	93501	95120	96506	20.00

Year 3

**2011-2012 COUNSELOR SALARY SCHEDULES**

Schedule/ Step	4 BA	5 BA + 30	Schedule/ Step	2 MA	6 BA + 60	3 MA + 30	Schedule/ Step
1.00	45429	47521	1.00	49091	49669	51027	1.00
2.00	47417	49600	2.00	51239	51842	53260	2.00
3.00	48119	50337	3.00	51999	52613	54052	3.00
4.00	48631	50868	4.00	52551	53170	54620	4.00
5.00	49061	51320	5.00	53017	53638	55107	5.00
6.00	50850	53207	6.00	54922	55761	57025	6.00
7.00	52377	54786	7.00	56600	57264	58826	7.00
8.00	55490	58022	8.00	59942	60690	62288	8.00
9.00	57231	59823	9.00	61804	62618	64213	9.00
10.00	59107	61766	10.00	63815	64692	66290	10.00
11.00	60555	63261	11.00	65361	66297	67885	11.00
12.00	62680	65454	12.00	67620	68623	70209	12.00
13.00	64498	67321	13.00	69545	70611	72188	13.00
14.00	66612	69507	14.00	71796	72924	74504	14.00
15.00	69061	72031	15.00	74397	75598	77184	15.00
16.00	71863	74932	16.00	77386	78664	80263	16.00
17.00	78582	81892	17.00	84555	85977	87669	17.00
18.00	80431	83781	18.00	86486	87969	89637	18.00
19.00	82571	85968	19.00	88727	90269	91931	19.00
20.00	88853	92010	20.00	94670	96309	97713	20.00